



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 5, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DISPOSAL REPORTING MODULE FOR THE SOLID WASTE INFORMATION
MANAGEMENT SYSTEM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the contract for \$173,300 to develop and implement the Disposal Reporting Module for the Solid Waste Information Management System to Psomas, located in West Los Angeles, California. This contract will commence upon execution and will conclude when Public Works has accepted all required deliverables including a six-month warranty following final acceptance. Funds are available in the 2004-05 Solid Waste Management Fund.
3. Delegate authority to the Acting Director of Public Works to expend an additional 15 percent for unforeseen additional work within the contract's scope of work. Funds are available in the 2004-05 Solid Waste Management Fund.

4. Delegate authority to the Acting Director to execute this contract, and to terminate it, if, in the opinion of the Acting Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles is State-mandated to gather information on the quantity and type of solid waste disposal, and diversion at solid waste facilities in the County of Los Angeles and to report this information to the California Integrated Waste Management Board. In order to determine if it has met its waste management goals, each jurisdiction must report prescribed data about the solid waste it has processed.

The purpose of this action is to employ a contractor to design, develop, and implement a disposal reporting module that will integrate Public Works' solid waste disposal reporting functions into an existing web-based Solid Waste Information Management System (SWIMS). SWIMS compiles the data received from origin surveys submitted by waste facility operators and generates a report for each jurisdiction. The Disposal Reporting System, Phase III of SWIMS development, will assist in this reporting. The module will also allow for more efficient access to the information by stakeholders, including Public Works staff, solid waste haulers, facility operators, California Integrated Waste Management Board, and other governmental jurisdictions. It will also track waste exported out of the County and can track types and amounts of beneficial use materials. The Disposal Reporting System is an integral part in helping California's jurisdictions monitor their disposal numbers.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

The Solid Waste Information Management System is included in Public Works' 2004-05 Business Automation Plan.

FISCAL IMPACT/FINANCING

The contract is for a total amount of \$173,300, plus 15 percent for unforeseen additional work within the scope of work of the contract. This amount is based on the contractor's quoted price. This contract will commence upon Board approval and execution by

all parties and will conclude when Public Works has accepted all required deliverables, subject to a six-month warranty.

Funding for this contract is available from the 2004-05 Solid Waste Management Fund. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract.

In compliance with the Chief Information Officer's guidelines, Public Works will utilize the Information Technology Tracking System (ITTS) to monitor the project status and contractor's performance.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, the type of service to be provided is categorically exempt as specified in Class 6 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On December 27, 2004, Public Works solicited bids from approximately 58 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Invitation for Bids (IFB) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On January 24, 2005, two bids were received. Public Works reviewed each bid to determine if the bidder was responsive and responsible. Both bidders were found to be responsive and responsible. It is recommended that this contract be awarded to the lowest, responsive, responsible bidder, Psomas, a well regarded firm in the information technology industry.

Enclosure C reflects the bidders' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, contractor

responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and the Contract Solicitation Protest Policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform service which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
May 5, 2005
Page 5

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

Reviewed by:

DONALD L. WOLFE
Acting Director of Public Works

JON W. FULLINWIDER
Chief Information Officer

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Enc. 3

cc: Chief Administrative Office
Chief Information Officer
County Counsel

CIO ANALYSIS

DISPOSAL REPORTING MODULE FOR SOLID WASTE INFORMATION MANAGEMENT (SWIMS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 1 Yrs # of Option Yrs _____

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Shari Afshari

Budget Information :

Y-T-D Contract Expenditures	\$
Requested Contract Amount	\$173,300 (See Financial Analysis, Page 4)
Aggregate Contract Amount	\$

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated? Assembly Bill 939 mandates a 50% reduction of solid waste disposed in landfills and periodic compliance report from oversight agencies.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset? The project is not sub vented; funding has been identified in the DPW FY 2004/05 Solid Waste Management Fund.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? This project will directly improve service to the public through 'ease of use' reporting and status tracking tools, and will improve the Department's organizational efficiency via elimination of paper based processes. (Service Excellence and Organizational Effectiveness)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan? The project is included in the DPW FY 04/05 Business Automation Plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document? The project incorporates the use of the Internet to provide two-way services and information exchange between the public and the Department, reducing costs and improving service.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? The technology environment utilizes County standards (Windows 2000, Microsoft IIS 5.0, Oracle, Cognos, ArcGIS)

Project/Contract Description:

The Agreement requests approval to develop and implement enhanced solid waste disposal reporting and analytical tools to support State mandated waste management and oversight activities throughout the County.

The new tools include automated, web-based reporting capability for waste haulers and facility operators, replacing cumbersome and error prone manual reporting. In its electronic format, the information reported by these groups will be more readily integrated into the Department of Public Work's (DPW) Solid Waste Management Information System (SWIMS). The automated reporting capability will also result in more timely access and compliance monitoring by the reporting entities as well as the governmental oversight agencies.

Additionally, the project scope includes development of an interactive, web-based GIS mapping application to facilitate geographic analysis of solid waste facility sites, events, hauler addresses, collection routes and customer lists.

Background:

This project is the third phase of the SWIMS development, begun in 1998 in response to Assembly Bill 939 which mandated a 50% reduction of solid waste disposed in landfills. Phase I was initiated following a formal requirements study, and consisted of an application, limited in scope, to track solid waste disposal activities within the County. Phase II expanded the application to include additional reporting capabilities, and web-enabled many functions.

Project Justification/Benefits:

The primary justification of the overall SWIMS project is to ensure compliance with mandated solid waste monitoring and reporting requirements. Benefits include increased productivity and data integrity and effectiveness of environmental program monitoring. DPW is targeting a 50 to 75% time reduction in manual effort as well as a reduction of 50 to 75% in labor costs and operator-assisted telephone inquiries.

Project Metrics

Project administration and system requirements, tasks and deliverables are all well defined within the Agreement. Payments are based on County's approval of completed tasks and deliverables and include a 10% withhold. The Statement of Work incorporates an appropriate level of incremental structured testing to assess the quality and performance of completed deliverables. Three time-critical Deliverables include financial penalties paid by the Vendor if they fail to meet defined project schedules. The Agreement also includes a 6 month post implementation warranty period.

Impact If Proposal Is Not Approved

If the project is not approved, it will result in significant impact on DPW's ability to meet mandated State reporting and monitoring requirements. Additionally a Waste Origin Verification Program (Phase 2) at the Puente Hills Landfill, which provides electronic reporting to stakeholders, would be delayed.

Alternatives Considered:

The alternative considered by DPW is to continue manually processing the waste management activities required by the State. This would require the addition of new staff to meet State reporting requirements. These options are not viable given the various benefits demonstrated via the SWIMS project thus far.

Project Risks:

Potential risks with the Phase III project are associated with the duplication of GIS tools and functionality already in use within the Department. In their SWIMS Phase III System Definition Study, the Department and Vendor (Psomas) have identified this risk.

Risk Mitigation Measures:

The Department's initial risk mitigation plan is referenced in Exhibit B.2, SWIMS Phase III System Definition Study II, page 22, Section 4, Recommendations:

"Obtain access of GIS data from the GIS server and to access existing ISD/GIS configuration instead of creating a separate EPD GIS environment. However, critical GIS data being updated by EDP could be maintained within SWIMS."

My office has discussed this issue with the Department's Chief Information Office and both offices have agreed to work closely together to ensure an optimal SWIMS Phase III implementation that meets the DPW business needs as well as ensures compliance with County strategies such as the shared GIS repository and limiting duplication of County processes and systems.

The Department has also verbally stated that they intend to fully adhere to the County's GIS strategies.

Financial Analysis:

Funding for the project is available from the 2004-05 Solid Waste Management Fund. The Department has indicated no net County cost is associated with the project. Cost savings anticipated as a result of improved efficiencies have not yet been quantified.

The Agreement allows a maximum expenditure of \$173,300, or "some greater sum as the Board may approve". The Board Letter additionally requests Board approval of delegated authority to the Acting Director, DPW to expend an additional 15 percent for additional work within the Agreement's scope of work.

Including the 15 percent referenced above, the maximum allowable expenditure under this Agreement is as follows:

Agreement Maximum:	\$173,300
Additional 15 percent:	<u>\$ 25,995</u>
Total Agreement Cost if additional funding is used:	\$199,295

CIO Concerns:

None

CIO Recommendations:

Approve with condition that Department will consult with this office to jointly identify an optimum implementation of the GIS component.

CIO APPROVAL

Date Received:

April 28, 2005

Prepared by:

Janette Parker 

Date:

May 2, 2005

Approved:


Jonathan E. Smith

Date:

May 2, 2005

**AGREEMENT FOR THE DEVELOPMENT OF
DISPOSAL REPORTING MODULE FOR
SOLID WASTE INFORMATION MANAGEMENT SYSTEM
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PSOMAS INFORMATION AND ENGINEERING SYSTEMS**

AGREEMENT FOR THE DEVELOPMENT OF
DISPOSAL REPORTING MODULE FOR
SOLID WASTE INFORMATION MANAGEMENT SYSTEM

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THIS AGREEMENT FOR THE DEVELOPMENT OF DISPOSAL REPORTING MODULE FOR SOLID WASTE INFORMATION MANAGEMENT SYSTEM is entered into on _____, 2005 by and between the County of Los Angeles ("County") and Psomas, a Corporation located at 11444 West Olympic Boulevard, Suite 750, West Los Angeles, California 90064 ("Contractor").

WHEREAS, County desires to employ a contractor to design, develop, implement, integrate and deliver a solid waste disposal reporting module to the County's existing Solid Waste Information Management System ("SWIMS") to provide expanded system capabilities to integrate certain disposal reporting functions for the benefit of County's Department of Public Works (the "Public Works");

WHEREAS, County has determined that County personnel are not available to provide the special services required for the design and development of the solid waste disposal reporting module of SWIMS (such module, "SWIMS Phase III");

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, in response to County's Invitation for Bids issued with respect to SWIMS Phase III, Contractor has submitted its bid to County and desires, and is prepared , to provide services to County for SWIMS Phase III;

WHEREAS, Contractor is a developer of solid waste disposal monitoring and reporting systems and possesses the necessary special skills, knowledge, and technical competence and sufficient staffing to develop and provide all components of SWIMS Phase III;

WHEREAS, Contractor is willing to accept responsibility for performing the services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an agreement for the design and development of SWIMS Phase III.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION.

- 1.1 Agreement. This base document along with Exhibits A through K and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements,

written or oral, and all communications between the parties relating to the subject matter of this Agreement.

- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:
 - 1.2.1. Exhibit A – Additional Terms and Conditions
 - 1.2.2. Exhibit B – Statement of Work
 - 1.2.3. Exhibit C – Price and Schedule of Payments
 - 1.2.4. Exhibit D – Third Party Software [Omitted]
 - 1.2.5. Exhibit E – Sample Subcontract [Omitted]
 - 1.2.6. Exhibit F – Contractor's Employee Acknowledgement, Confidentiality & Assignment of Rights
 - 1.2.7. Exhibit G – Task/Deliverable Acceptance Certificate
 - 1.2.8. Exhibit H – Internal Revenue Service Notice 1015
 - 1.2.9. Exhibit I – Safely Surrendered Baby Law Fact Sheet
 - 1.2.10. Exhibit J – Contractor's Bid
 - 1.2.11. Exhibit K – County's Invitation for Bids [Omitted]
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof," and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. **DEFINITIONS.** The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.
- 2.1. "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
 - 2.2. "Board" means the Los Angeles County Board of Supervisors.
 - 2.3. "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
 - 2.4. "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
 - 2.5. "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).
 - 2.6. "County" has the meaning set forth in the Recitals.
 - 2.7. "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).
 - 2.8. "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).
 - 2.9. "Deliverable" means a service, product, or goods to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the SOW.
 - 2.10. "Department" means the Los Angeles County Department of Public Works.
 - 2.11. "Deputy Director" means a Deputy Director of the Los Angeles County Department of Public Works.
 - 2.12. "Director" means the Acting Director/Director of the Los Angeles County Department of Public Works, or his designee.
 - 2.13. "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of SWIMS Phase III, including the System Software.
 - 2.14. "Effective Date" means the date the Agreement is approved by the Board and executed by all parties.
 - 2.15. "Final Acceptance" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).

- 2.16. "Final Acceptance Date" has the meaning set forth in Paragraph 5.2.2 (Final Acceptance).
- 2.17. "Go-Live" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.18. "Go-Live Date" has the meaning set forth in Paragraph 5.2.1 (Go-Live).
- 2.19. "Holdback Amount" has the meaning set forth in Paragraph 10.7 (Holdbacks).
- 2.20. "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.21. "Specifications" means the specifications for SWIMS Phase III as set forth in this Agreement, the SOW, the Documentation, and any approved Change Order.
- 2.22. "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement.
- 2.23. "SWIMS" has the meaning set forth in the Recitals.
- 2.24. "SWIMS Phase III" has the meaning set forth in the Recitals.
- 2.25. "System Software" means the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, including any and all extensions and components provided from time to time.
- 2.26. "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.27. "Tax" and "Taxes" means governmental fees (including , license, filing, and registration fees) and all taxes (including, franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.28. "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.29. "Third Party Software" has the meaning set forth in Paragraph 14 (Third Party Software).
- 2.30. "Warranty Period" has the meaning set forth in Paragraph 12.2.
- 2.31. "Work" means any and all Tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor in order to develop and deliver to County SWIMS Phase III, including the work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY.

3.1 County Project Director.

3.1.1. County Project Director for this Agreement shall be the following person:

Shari Afshari
County of Los Angeles
Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-3500
Fax: (626) 458-3569
E-mail: safshari@ladpw.org

3.1.2. County will notify Contractor in writing of any change in County Project Director.

3.1.3. Except as set forth in Paragraph 6 (Change Notices and Amendments) of this Agreement County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4. County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager.

3.2.1. County Project Manager for this Agreement shall be the following person:

Martins Aiyetiwa
County of Los Angeles
Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

Telephone: (626) 458-3553
Fax: (626) 458-3593
E-mail: maiyet@ladpw.org

3.2.2. County shall notify Contractor in writing of any change in the name or address of County Project Manager.

- 3.2.3. County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement.
 - 3.2.4. County Project Manager shall interface with Contractor Project Manager on a regular basis.
 - 3.2.5. County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
 - 3.2.6. County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
 - 3.2.7. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in this Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five days prior to exercising its rights pursuant to this Paragraph 3.2.7.
- 3.3 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.

4.1 Contractor Project Director.

4.1.1. Contractor Project Director shall be the following person:

Mr. Terry C. Bills

4.1.2. Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3. From the Effective Date through the end of the Warranty Period, Contractor Project Director shall be available to meet and confer with County Project Director (or such person as the County Project Director shall designate) upon 24 hours notice, in person or by phone, to review project progress, discuss project coordination, and arrange for the correction of Deficiencies; thereafter, Contractor Project Director shall be available to meet and confer with County Project Director on such

schedule as may be requested by County Project Director as County Project Director shall determine in his or her discretion.

4.2 Contractor Project Manager.

4.2.1. The Contractor Project Manager(s) shall be the following person(s) who shall be full-time employees of Contractor:

Mr. Han Chu, Performance Project Manager
Mr. Doug Henstridge, Technical Project Manager

4.2.2. Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 4.4 (Reports by Contractor).

4.2.3. From the Effective Date through the end of the Warranty Period, Contractor Project Manager shall be available to meet and confer with County Project Manager (or such other person as County Project Manager shall designate) upon 24 hours notice, in person or by phone; thereafter, Contractor Project Manager shall be available to meet and confer with County Project Manager on such schedule as may be requested by County Project Manager as County Project Manager shall determine in his or her discretion.

4.3 Approval of Contractor's Staff.

4.3.1. In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, and subtasks required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.

4.3.2. County has the absolute right to approve or disapprove each member or proposed member of Contractor's key staff, including Contractor's Project Manager, prior to and during his/her performance of any work hereunder and prior to any proposed changes in Contractor's key staff, including Contractor's Project Manager or any lead member of Contractor's Project Team. County's Project Director may require the replacement of any member of Contractor's Staff performing, or offering to perform, work hereunder, including, but not limited to, Contractor's key staff. Such County requested changes shall occur within 15 days of County's request. Contractor shall provide County's Project Director with resumes of all proposed key staff substitutions and shall make such staff available for interview by County upon request of County's Project Director. Contractor shall provide 15 days advance notice of any Contractor-initiated key staff changes.

- 4.3.3. Contractor also represents and warrants that it shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's Staff, including but not limited to Contractor's Project Manager. Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In the event Contractor should ever need to remove any key staff from performing work under this Agreement, Contractor shall provide County with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

- 4.3.4. The following persons have been identified by Contractor as the lead members of its Project Team and are hereby approved as of the Effective Date by County in the following roles:

<u>Name</u>	<u>Position</u>
Mr. Terry C. Bills	Project Director
Mr. Han Chu	Performance Project Manager
Mr. Doug Henstridge	Technical Project Manager
Mr. Fonda Chang	Lead Developer
Mr. Paul Abbott	Senior Programmer
Mr. Bruce Miller	Quality Control Analyst

- 4.3.5. Contractor shall be responsible for any additional costs incurred by the replacement of personnel pursuant to Paragraphs 4.3.2 and 4.3.3 above. In no event shall such an occurrence result in an increase in compensation to be paid by County under this Agreement.

- 4.4 Reports by Contractor. In order to control expenditures and to ensure the reporting of all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor, Contractor shall provide to County's Project Director with, a copy of County's Project Manager, monthly written reports as described in Exhibit B (Statement of Work), which shall include but not be limited to the following information:

- (1) Period covered by the report.
- (2) Summary of project status as of reporting date.
- (3) Tasks, subtasks, deliverables, goods, services, and other work scheduled for the reporting period which were not completed.
- (4) Tasks, subtasks, deliverables, goods, services, and other work for the reporting period which were completed.

- (5) Tasks, subtasks, deliverables, goods, services and other work completed in the reporting period which were not scheduled.
- (6) Tasks, subtasks, deliverables, goods, services, and other work to be completed in the next reporting period.
- (7) Issues to be resolved.
- (8) A list of outstanding issues and draft documents and a current status of those documents.

5. WORK; APPROVAL AND ACCEPTANCE.

5.1 General. Upon completion of particular Tasks, including all applicable subtasks, Deliverables, goods, services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit G (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to complete and deliver to County SWIMS Phase III. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

5.2 Specific Approval and Acceptance.

5.2.1. Go-Live. Contractor shall achieve Go-Live on the date specified on the schedule of deliverables pursuant to the execution of this contract. Contractor shall achieve "Go-Live" upon successful completion of all the following: (a) its completion and delivery of all Tasks and Deliverables associated with the Go-Live requirements (including installing, implementing, and testing all System Software) set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates (including the Task/Deliverable Acceptance Certificate applicable to Go-Live), of all such Work (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Go-Live Date").

5.2.2. Final Acceptance. Contractor shall achieve Final Acceptance on the date specified on the schedule of deliverables pursuant to the execution of this contract provided that such date may be extended in accordance with Paragraph 6 (Change Notices and Amendments). Contractor shall achieve "Final Acceptance" upon successful completion of all the following: (a) its completion and delivery of all Tasks, subtasks, Deliverables, goods, services and testing protocols associated with the Final Acceptance requirements set forth in the Statement of Work; (b) successful implementation of all functions and features of all phases and successful achievement of all testing protocols has been verified by Contractor; (c) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Acceptance Certificates, of all such Work; (d) all such Work has been provided, installed, and operates in County's production environment with no Deficiencies for no less than 60 days following the completion of Task and Deliverable 6 of Exhibit B (Statement of Work); and (e) County Project Director has provided Contractor with written approval, as evidenced by County Project Director's countersignature on the applicable Task/Deliverable Acceptance Certificate, of Contractor's achievement of Final Acceptance (the date of satisfaction of the foregoing, including written approval thereof shall be referred to as the "Final Acceptance Date").

6. CHANGE NOTICES AND AMENDMENTS. No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Notices and Amendments).

6.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1. For any change which does not materially affect the scope of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.

6.1.2. For any change that materially affects any term or condition in this Agreement, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments) or Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions), the Director shall take all

appropriate action to carry out any orders of the Board relating to this Agreement, and, for this purpose, the Director is authorized to: (i) issue written notice(s) of partial or total termination or suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit A (Additional Terms and Conditions) without further action by the Board and/or (ii) prepare and sign amendments to this Agreement which reduce the Statement of Work and the Contract Sum without further action by the Board.

- (i) Such notices of partial or total termination shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) Director shall obtain approval of County Counsel for any notice.
 - (C) Director shall file a copy of all notices with the Executive Office of the Board within 15 days after execution of each notice.
- (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable federal, state, and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such Amendments.
 - (C) Director shall obtain approval of County Counsel for any notice.
- (iii) Director shall file a copy of all amendments with the Executive Office of the Board within 15 days after execution of each amendment.

6.1.4. Notwithstanding any other provision of this Paragraph 6 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not cause Contractor to fail

to achieve Go-Live and Final Acceptance by the dates required therefore, or extend the Term of this Agreement.

- 6.2 Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived by County Project Director:
- 6.2.1. a quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures;
 - 6.2.2. an accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
 - 6.2.3. Contractor staff level recommended for completion of the applicable Work;
 - 6.2.4. estimated personnel hours for completion of the requested Work;
 - 6.2.5. final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
 - 6.2.6. if applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (*i.e.*, other than the Work requested under the Change Order); and
 - 6.2.7. a description of and Contractor's cost of any applicable hardware, Third Party Software, or other materials required to complete the requested Work.
- 6.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed price" under Paragraph 6.2.1, shall be valid for 90 days from the date of its submission.
- 6.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 5.1 (General) and Paragraph 10 (Invoices and Payments).
- 6.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 42 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6.2 (Change Order) in respect of Work performed pursuant to a Change Order.

7. **TERM.** The term of this Agreement shall commence upon Board Approval and shall continue in full force and effect until County has accepted all Deliverables required including the six month warranty under this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("Term").

8. **PRICES AND FEES.**

8.1 General. Attached to this Agreement as Exhibit C (Price and Schedule of Payments) is a schedule of all fees applicable to this Agreement, along with a payment schedule for completion of Work beginning on the Effective Date and continuing through the Term.

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, services, and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work required of Contractor under this Agreement.

The Maximum Contract Sum for this Agreement, including all applicable taxes, authorized by County hereunder, shall not exceed \$173,300 or such greater sum as the Board may approve.

8.3 Delivery of Goods; Taxes.

8.3.1. Contractor agrees that all System Software and Documentation shall be delivered (a) solely in electronic form (e.g. via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g. CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation or training materials on magnetic, optical, print or other tangible media under this Agreement.

8.3.2. County acknowledges that the amounts payable by County to Contractor under this Agreement do not include Taxes for products or services provided by Contractor hereunder. County shall be solely responsible for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or assessed on amounts payable there under by County to Contractor, except that Contractor acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of

any obligations under this Agreement, including this Paragraph 8.3 (Delivery of Goods; Taxes).

9. **COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.** Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

10. **INVOICES AND PAYMENTS.**

- 10.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 10.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, goods and services, and other Work which are specified in this Agreement, Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 4.3 (Work; Approval and Acceptance). Contractor agrees not to submit any invoice for payment until County has approved in writing the Work for which payment is claimed. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Accounts Payable Section
County of Los Angeles Department of Public Works
Fiscal Division, 7th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

- 10.3 Detail. Each invoice submitted by Contractor shall include:
- 10.3.1. The Tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work), Exhibit C (Price and Schedule of Payments), and any Change Order, as applicable, for which payment is claimed.
- 10.3.2. A copy of all applicable Task/Deliverable Acceptance Certificates.

- 10.3.3. Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.
- 10.3.4. Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 10.8 (Credits to County).
- 10.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. No partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work, will be made under this Agreement.
- 10.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within 30 days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within 10 days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within 10 days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 10.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 10.7 Holdbacks. County will hold back 10 percent of the amount of each invoice approved by County pursuant to Paragraph 10 (Invoices and Payments)(the "Holdback Amount"). The cumulative amount of such holdbacks shall be due and payable to Contractor upon the expiration of the Warranty Period, subject to adjustment for any amounts arising under this Agreement owed to County by Contractor, including but not limited to any amounts arising from Paragraphs 10.5 (Invoice Discrepancy Report), 10.6 (County's Right to Withhold), 10.8 (Credits to County) and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder.
- 10.8 Credits to County.
- 10.8.1. The County has been mandated by the State of California to gather information about solid waste disposal and diversion quantities for reporting to the California Integrated Waste Management Board, resulting in the development of SWIMS by Public Works. In light of the foregoing mandate, Public Works seeks to expand the capabilities of SWIMS to

provide more efficient use of the system by various stakeholders. Public Works hopes to meet these goals by the implementation of SWIMS Phase III which will allow Public Works to integrate many of its disposal reporting functions. Any delay in the completion and delivery of SWIMS Phase III decreases the efficiency and value of both the SWIMS Phase III module and SWIMS. County and Contractor have identified the key Deliverables set forth in Paragraph 10.8.2, Contractor's timely completion and delivery of which will ensure Public Works receives, and is able to implement, SWIMS Phase III in a timely fashion, and thereby allow the County to comply with the mandate of the State of California. If Contractor fails to complete and deliver such Deliverables by the dates set forth in Paragraph 10.8.2, it is mutually agreed that such delay increases the likelihood that Contractor will not complete and deliver SWIMS Phase III in a timely manner, and therefore decreases County's ability to use SWIMS Phase III to achieve its goals and fulfill its mandate.

10.8.2. County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the following Deliverables:

- (i) Deliverable 3;
- (ii) Deliverable 4;
- (iii) Deliverable 6.

10.8.3. Such credits will be calculated according to the following rules:

- (i) Deliverables not properly completed within 30 working days of the Deliverable due date, as specified in Exhibit C (Price and Schedule of Payments), shall entitle County to a credit of five percent of the actual cost of such Deliverable, as set forth in Exhibit C (Price and Schedule of Payments).
- (ii) The credit shall be increased by one percent of such cost each calendar day the Deliverable is late beyond the 30 working days.

10.8.4. Deliverables shall not be considered late if their delay is due to circumstances above and beyond the control of Contractor, including but not limited to, the failure of County or other impacted jurisdictions to provide comments within the timeframes set forth in Exhibit C (Price and Schedule of Payments), provided Contractor has filed a timely Notice of Delay pursuant to Paragraph 15 (Notice of Delay) of Exhibit A (Additional Terms and Conditions) in respect of such circumstance.

- 10.8.5. County may apply the full amount of any credit hereunder to offset and reduce any payments owing hereunder by County at any time by the full amount of such credit.

11. DEFICIENCIES.

- 11.1 Deficiencies. As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent workmanship, which results in SWIMS Phase III, in whole or in part, not performing in accordance with the provisions of this Agreement, including the SOW, as determined by County Project Director, in County Project Director's sole discretion.
- 11.2 Corrective Measures. County Project Director shall notify Contractor Project Director in writing, or if not practicable, orally to either Contractor Project Director or Contractor Project Manager, of any Deficiency. Upon the earlier of (a) notice (orally or in writing) from County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency.
- 11.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County Project Director in accordance with the procedures set forth in Paragraph 5.1 (General).

12. REPRESENTATIONS AND WARRANTIES.

- 12.1. Contractor hereby represents, warrants and covenants to County that the System shall be fully Compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications set forth in Exhibit A, Scope of Work.
- 12.2. As used in the Agreement, the "Warranty Period" means the period commencing on the Final Acceptance Date and continuing for six months thereafter. Contractor hereby represents, warrants and covenants to County that for the Warranty Period:
- 12.2.1. The System Software shall perform fully in accordance with the Specifications or any amendments thereto;
- 12.2.2. Contractor shall provide all services necessary to correct all Deficiencies arising during the Warranty Period, but Contractor shall not charge, and County shall not pay, any additional fees for such services. Notwithstanding any provision of this Agreement to the contrary, the obligations of Contractor under this Paragraph 12 (Representations and

Warranties) shall continue until all Deficiencies arising during the Warranty Period have been corrected by Contractor.

13. PROPRIETARY CONSIDERATIONS.

- 13.1 County Materials. Contractor and County agree that all materials, designs, specifications, techniques, plans, reports, deliverables, data, and any other information developed under this Agreement and all copyright, patent, trade secret and other proprietary rights therein, shall be the sole property of County (hereafter in this Paragraph 13, collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of all working papers prepared by Contractor under this Agreement. During and for a minimum of five years subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers, make copies thereof and use the working papers and the information contained therein.

- 13.2 Transfer to County. Upon request of County, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's right, title and interest in and to the County Materials, including, but not limited to all copyright, patent and trade secret rights. County shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title and interest, including, but not limited to copyrights and patents, in and to the County Materials.
- 13.3 Copyright Notices. Contractor shall affix the following notice to all County Materials: "© Copyright 2005 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice: (1) at the beginning and at the end of all source code, such that on storage media and on printouts, the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title page of all system and user documentation; and (4) as otherwise may be directed by County.
- 13.4 Contractor's Obligations. Contractor shall protect the security of and keep confidential all County Materials obtained or produced under this Agreement. Further, Contractor shall use whatever security measures are necessary to protect all such County Materials from loss or damage by any cause, including fire and theft.

Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or

to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County without County's prior written consent.

During the term of this Agreement and for five years thereafter, Contractor shall also maintain and provide security for all Contractor's working papers prepared under this Agreement.

- 13.5 Proprietary and Confidential. Any and all materials developed or originally acquired by Contractor outside the scope of this Agreement, (hereinafter "Contractor Materials") which Contractor desires to use hereunder and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL" on each appropriate page of any document containing such Contractor Materials.
- 13.6 County's Rights and Obligations. County will protect the security and keep confidential, to the extent possible, as permitted by law, Contractor Materials that are proprietary and/or confidential. County agrees not to reproduce, distribute, or disclose to any non-County entities any such Contractor Materials that are proprietary and/or confidential without the prior written consent of Contractor, except as required by law or as specifically permitted pursuant to this Agreement. Notwithstanding the foregoing, it is expressly agreed that County may reproduce, distribute, or disclose such proprietary and/or confidential Contractor Materials without Contractor's consent to other governmental or public agencies within Los Angeles County, provided that County acquires consent of such governmental or public agencies to the same obligations assumed by County to protect and keep confidential such Contractor Materials. Further, County will use whatever security measures are reasonably necessary to protect all such Contractor's Materials from loss or damage by any cause, including, but not limited to fire and theft.
- 13.7 No Obligation by County. Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under this Agreement for disclosure of:
- (1) Any of Contractor Materials that are proprietary and/or confidential which are not plainly and prominently marked with restrictive legends as required pursuant to Paragraph 13.5 (Proprietary and Confidential);
 - (2) Any County Materials covered under Paragraph 13.3 (Copyright Notices);
or
 - (3) Any materials which County is required to make under the California Public Records Act or otherwise by law.

13.8 Survival. The provisions of this Paragraph 13 (Proprietary Considerations) shall survive the expiration or termination of this Agreement.

14. THIRD PARTY SOFTWARE.

14.1. Contractor hereby represents and warrants that none of the System Software other than the third party software as specified in Exhibit D (Third Party Software), is owned by third parties (the "Third Party Software"). Contractor represents and warrants that it has not modified and shall not modify, nor does Contractor have any need to modify, Third Party Software in order for the System Software to fully perform in accordance with all requirements of this Agreement. Contractor represents and warrants that all Third Party Software is provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Agreement without the need for any modification of Third Party Software by Contractor or otherwise.

14.2. County acknowledges that it may have to execute certain third party license agreements in respect of such Third Party Software. These third party license agreements shall be at no additional cost to County. To the extent that any such third party license agreement conflicts with this Agreement or in any way restricts County's full use and enjoyment of the System Software as contemplated herein, Contractor shall take all necessary action and pay all sums required for County fully to enjoy all the rights and benefits in respect of the System Software granted under this Agreement. Contractor shall promptly and at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications, or (2) to the extent that Contractor is unable to obtain such a license, provide an update or alternative solution, which is functionally equivalent, in the sole determination of Contractor Project Manager and County Project Manager, in lieu of modifying such Third Party Software.

15. MINIMUM SYSTEM REQUIREMENTS; COMPATIBILITY. Exhibit B.1 (System Requirements Overview) attached to Exhibit B (Statement of Work) sets forth the minimum requirements for System Software that are Compatible (as defined below) with SWIMS Phase III and are required for County to enjoy and exercise fully its rights in respect of SWIMS Phase III. Such minimum requirements shall provide Specifications for installation of the System Software in order to achieve Compatibility with SWIMS Phase III. Contractor may request to inspect County's installation of the System Software, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to Paragraph 12 (Representations and Warranties). As used herein, "Compatible" or "Compatibility" means that the applicable System Software, as set forth in Exhibit B.1 (System Requirements Overview) attached to Exhibit B (Statement of Work) is capable of supporting, operating, and otherwise performing all such System Software anticipated functions when used in conjunction with SWIMS Phase III.

16. **CONTRACTOR'S OFFICES.** Contractor's business offices are located at 11444 West Olympic Boulevard, West Los Angeles, CA 90064. Contractor shall notify County of any change in its business address at least 10 calendar days prior to the effective date thereof.
17. **PRODUCTION USE OF THE SYSTEM.** Following installation by Contractor and prior to Final Acceptance by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Go-Live or Final Acceptance.
18. **NOTICES.** All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving 10 days prior notice in accordance with the procedures set forth above, to the other party.

To County:

Shari Afshari
County of Los Angeles
Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-3500
Fax: (626) 458-3569
E-mail: safshari@ladpw.org

with a copy to:

County Counsel, Los Angeles County
500 West Temple Street
Los Angeles, CA 90012
Attention: Jose Silva, Esq.
Fax: (213) 617-7182

To Contractor:

Psomas Information and Engineering Solutions
11444 Wet Olympic Boulevard
West Los Angeles, CA 90064
Attention: Terry C. Bills
Telephone: (310) 954-3700
Facsimile: (310)954-3777

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

19. **ARM'S LENGTH NEGOTIATIONS.** This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.
20. **SURVIVAL.** The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 7, 8, 9, 10, 14, 15, 18, 19, and 20, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Intentionally Left Blank]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Acting Director of Public Works, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the day, month, and year First Written Above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Jose Silva
Principal Deputy County Counsel

Contractor

Signed: _____

Printed: _____

Title: President

Signed: _____

Printed: _____

Title: Secretary

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") shall have the meanings given to such terms in the base document of the Agreement.

1. SUBCONTRACTING.

- 1.1. General. County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.
- 1.2. Procedure for Subcontracting. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.
 - 1.2.1. Contractor shall notify County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
 - 1.2.2. A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement, or required by Exhibit E (Sample Subcontract).
 - 1.2.3. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit E (Sample Subcontract). The provisions of Exhibit E (Sample Subcontract), or of any approved subcontract agreement between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of County Project Director, which approval shall not be unreasonably withheld; and
 - 1.2.4. Any other information and/or certifications reasonably requested by County.

County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to County Project Director a fully executed copy of each subcontract

entered into by Contractor pursuant to this Paragraph 1.2, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5. Contractor shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit E.4 attached to Exhibit E (Sample Subcontract)) for each of subcontractor's employees performing Work under the subcontract. Such agreements shall be delivered to County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3. Contractor Responsibilities.

- 1.3.1. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, whether performed by Contractor or by any subcontractor, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, including Contractor's indemnification obligations, or responsibilities, to County.
- 1.3.2. In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3. In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2. **DISPUTE RESOLUTION PROCEDURE.**

- 2.1. Contractor and County agree to act immediately to mutually resolve any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

- 2.2. Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.
- 2.3. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.
- 2.4. If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.
- 2.5. In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.6. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) business days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.7. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to [] and [] (to be determined at contract execution). These persons shall have five (5) business days to attempt to resolve the dispute.
- 2.8. If [] (to be determined at contract execution) are unable to resolve the dispute within a reasonable time not to exceed five (5) business days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president and the Director, but not to Director's designee. These persons shall have five (5) business days to attempt to resolve the dispute.
- 2.9. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

- 2.10. All disputes utilizing the Dispute Resolution Procedures shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 2 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 2.11. Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.4 (Injunctive Relief) of this Exhibit, or pursuant to Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedures. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3. CONFIDENTIALITY.

- 3.1. General. Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such Confidential Information.
- 3.2. Disclosure of Information.
- 3.2.1. In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or Confidential Information and trade secrets owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data shall be plainly and prominently marked with restrictive legends identifying such information and data as proprietary or confidential by either party ("Confidential Information").

- 3.2.2. With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.3. Without limiting the generality of Paragraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 3.3. Use of County Name. In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor and subcontractors from publishing their respective roles under the Agreement within the following conditions:
- 3.3.1. Contractor shall develop all publicity material in a professional manner.
- 3.3.2. During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County Project Director, which shall not be unreasonably withheld or delayed.
- 3.3.3. Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.3 (Use of County Name) shall apply.
- 3.3.4. Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.
- 3.4. Injunctive Relief. Contractor acknowledges that a breach by Contractor of this Paragraph 3 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other

rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3 (Confidentiality).

4. TERMINATION FOR INSOLVENCY.

4.1. County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1. Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States bankruptcy code;

4.1.3. The appointment of a receiver or trustee for Contractor; or

4.1.4. The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2. The rights and remedies of County provided in this Paragraph 4 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3. Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Agreement including the right to continued use of all versions of the System Software and the related Documentation, and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5. TERMINATION FOR DEFAULT.

5.1. Event of Default. County may, upon notice to Contractor, terminate the whole or any part of the Agreement, if Contractor fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from

County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5 (Termination for Default), or such longer period as County Project Director may authorize, in writing, but in no event shall the period, as extended by County Project Director, exceed thirty (30) days), provided that nothing in this Paragraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2. Deemed Termination for Convenience. If, after County has given notice of termination under the provisions of this Paragraph 5 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3. Completion of Work. Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefor at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this Paragraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County (including software) shall be deemed Work under the Agreement, and Contractor's obligations in respect of the System Software under Paragraph 12 (Representations and Warranties) of the Agreement Maintenance Services shall extend to such Work as if such Work had been prepared and delivered to County by Contractor. County shall provide Contractor such documentation in County's possession or control as reasonably requested by Contractor as is necessary for Contractor to provide services to fulfill its obligations under the Agreement in respect of such Work.

6. TERMINATION FOR CONVENIENCE; SUSPENSION.

6.1. Termination for Convenience. The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

- 6.2. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 shall be the only remedy available to Contractor in the event of a termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.
- 6.3. Suspension. County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.
- 6.3.1. Contractor shall immediately discontinue all services unless otherwise indicated by Director.
- 6.3.2. Upon request of Director, Contractor shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to SWIMS Phase III as may have been accumulated by Contractor, whether complete or in process, for which an invoice has been approved by County pursuant to Paragraph 10.1 (Approval of Invoices) of the base document or for which an agreement for partial payment has been negotiated.
- 6.3.3. In the event the entire Agreement is suspended for longer than three (3) months, County shall pay Contractor demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable and actual cost of suspending any commitments for services not yet complete. County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 6.3.4. In the event the entire Agreement is suspended for longer than three (3) months and Contractor is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay reasonable and actual remobilization expenses directly attributable to restarting services hereunder and, at Contractor's option, Contractor and County shall renegotiate Contractor's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience.
- 6.3.5. In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon written notice to the other party.
- 6.4. No Prejudice; Sole Remedy. Nothing in this Paragraph 6 (Termination for Convenience; Suspension) is deemed to prejudice any right of Contractor to make a claim against

County in accordance with this Agreement and applicable law and County procedures for payment for Work performed through the effective date of suspension or termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.4 shall be the only remedy available to Contractor in the event of a suspension or termination pursuant to this Paragraph 6 (Termination for Convenience; Suspension) by County.

7. TERMINATION FOR IMPROPER CONSIDERATION.

- 7.1. County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.
- 7.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8. TERMINATION FOR GRATUITIES. County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9. EFFECT OF TERMINATION.

- 9.1. Remedies. In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4 (Termination for Insolvency), Paragraph 5 (Termination for Default), Paragraph 6 (Termination for Convenience; Suspension), or Paragraph 7 (Termination for Improper Consideration) of this Exhibit, then:

- 9.1.1. Contractor shall (i) stop performing Work under the Agreement on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to County copies of all System Software and all other completed Work and Work in process, in a media reasonably requested by County, (iii) complete performance of such part of the Work as shall not have been terminated by such notice;

- 9.1.2. unless County has terminated the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 9.1.3. Contractor shall promptly return to County any and all of County's Confidential Information that relates to that portion of the Agreement or Work terminated by County;
- 9.1.4. Contractor shall promptly tender payment to County, and shall continue to tender payment, for any credits to County levied pursuant to Paragraph 10.8 (Credits to County) of the base document, to the extent applicable; and
- 9.1.5. Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.
- 9.2. Transition Services. Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition by County to a new SWIMS Phase III, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of SWIMS Phase III during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit or Paragraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services in accordance with a transition plan to be agreed upon, in advance, by County Project Director and Contractor Project Director. Contractor further agrees that in the event County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Paragraph 9.2 (Transition Services), Contractor shall provide to County Project Director, on request by County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.
- 9.3. Remedies Not Exclusive. The rights and remedies of County set forth in this Paragraph 9 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10. WARRANTY AGAINST CONTINGENT FEES.

- 10.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide

established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2. For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. **AUTHORIZATION WARRANTY.** Contractor hereby represents and warrants that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12. **FURTHER WARRANTIES.** Contractor represents, warrants and further covenants and agrees to the following:

12.1. Contractor represents and warrants that (a) Contractor has the full power and authority to grant the all rights granted by the Agreement to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use the System Software without interruption of system use, (d) the Agreement and the System Software acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of SWIMS Phase III, and any part thereof in accordance with the Agreement, and (f) neither the performance of the Agreement by Contractor, nor the use by County and its users of SWIMS Phase III in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of Contractor's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

12.2. Contractor bears the full risk of loss due to total or partial destruction of all or any part of the System Software acquired from Contractor, as applicable, until the Final Acceptance Date.

12.3. Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth in the SOW.

12.4. All Tasks, subtasks, Deliverables, goods, services, and other Work shall be performed in a timely and professional manner by qualified personnel.

12.5. All Documentation developed under the Agreement shall be uniform in appearance.

- 12.6. The System Software shall be fully Compatible with and shall fully integrate, perform, and function with the system hardware and the operating system software that conform to the specifications set forth on Exhibit B.1 (System Requirements Overview) to Exhibit B (Statement of Work).
- 12.7. Contractor shall not cause any unplanned interruption of the operations of, or accessibility to SWIMS Phase III or any component thereof through any device, method or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, (collectively referred to as a "Disabling Device"), which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the accessibility of SWIMS Phase III or any SWIMS Phase III component by County or any user or which could alter, destroy, or inhibit the use of SWIMS Phase III, any component thereof, or the data contained therein. Contractor represents, warrants and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on any SWIMS Phase III component provided to County under the Agreement, nor shall Contractor knowingly permit any subsequently delivered SWIMS Phase III component to contain any Disabling Device.
- 12.8. Contractor shall support all System Software components licensed to County hereunder for the Term.
- 12.9. Contractor shall assign to County to the fullest extent permitted by law or by Agreement and shall otherwise ensure that the benefits of any applicable warranty or indemnity offered by any manufacturer of any Third Party Software or any other product or service provided hereunder shall fully extend to and be enjoyed by County.

13. INDEMNIFICATION AND INSURANCE.

- 13.1. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from, connected with, or related to Contractor's, any subcontractor's, or Contractor's or any subcontractor's agents', employees', officers', directors', shareholders' or subcontractors' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.
- 13.2. Insurance. Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the

Term, and shall require all of its subcontractors to maintain, the following programs of insurance covering its operations under the Agreement, as specified in this Paragraph 13. Such insurance shall be provided by insurer(s) satisfactory to County's risk manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Certificates or other evidence of coverage satisfactory to County's risk manager, and evidence of such programs satisfactory to County, shall be delivered to:

Anthony Ford
County of Los Angeles
Department of Public Works
Administrative Services Division
900 South Fremont Avenue
Alhambra, CA 91803-1331

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall:

- 13.2.1. specifically identify the Agreement;
 - 13.2.2. clearly evidence all coverages required in the Agreement;
 - 13.2.3. contain express conditions that County is to be given notice by registered mail (i) at least thirty (30) days prior to any termination of any program of insurance or within ten (10) days in the event of non-payment of premium by Contractor, and (ii) with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification to the types or limits of coverage as outlined in this Agreement in the event Contractor receives less than thirty (30) days advance notice of such modification;
 - 13.2.4. include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and
 - 13.2.5. identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.
- 13.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

- 13.4. Insurance Coverage Requirements for Subcontractors. Without limiting Contractor's indemnification obligations under the Agreement in respect of subcontractors, Contractor shall ensure any and all subcontractors performing services under the Agreement meet the insurance requirements of the Agreement either by:
- 13.4.1. Contractor providing evidence of insurance covering the activities of subcontractors, or
 - 13.4.2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.
- 13.5. Liability Insurance. Such insurance shall consist of:
- 13.5.1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent), with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
 - 13.5.2. Intellectual Property insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least one million dollars (\$1,000,000) per occurrence. If this insurance is written on a claims made form, Contractor shall either (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, whichever is longer or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.
 - 13.5.3. Comprehensive Auto Liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the Agreement.
- 13.6. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state, covering all persons performing Work on behalf of Contractor and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one

million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000 for each employee.

13.7. Notification of Incidents, Claims or Suits. Contractor shall report to County:

13.7.1. any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.7.2. any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

13.7.3. any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.7.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

14. INTELLECTUAL PROPERTY INDEMNIFICATION.

14.1. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to SWIMS Phase III, software modifications, or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this Paragraph 14 (Intellectual Property Indemnification) if any infringement claim is caused by use by County of SWIMS Phase III other than in accordance with the Agreement, the Specifications, and other applicable Documentation.

14.2. Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of SWIMS Phase III, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of SWIMS Phase III or system component (e.g., injunctive relief), or that County's continued use of SWIMS Phase III or any part of it may subject it to punitive damages or statutory penalties or other costs or

expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (1) procure the right, by license or otherwise, for County to continue to use the affected portion of SWIMS Phase III, or (2) to the extent Contractor is unable to procure such right, replace or modify the affected portion of SWIMS Phase III with product of equivalent quality and performance capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of SWIMS Phase III. Contractor shall indemnify and hold County harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

15. **NOTICE OF DELAY.** In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay"). Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order, or an amendment to the Agreement, as applicable pursuant to Paragraph 6 (Change Notices and Amendments) of the base document. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance of any of County's obligations in a timely manner as set forth in this Paragraph 15 (Notice of Delay), Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph 15 (Notice of Delay) shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.
16. **FORCE MAJEURE.** Except with respect to defaults of any subcontractor(s), Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to

perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

17. **CONTRACTOR RESPONSIBILITY AND DEBARMENT.** A responsible Contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.
- 17.1. Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.
- 17.2. County may debar Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.
- 17.3. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.4. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 17.5. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing

Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.6. These terms shall also apply to subcontractors of County contractors, including Contractor.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor's activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.
19. **FAIR LABOR STANDARDS.** Contractor shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by Contractor's employees.
20. **NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES.** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 20.1. Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.
- 20.2. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.3. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 20.4. Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

20.4.1. Title VII, Civil Rights act of 1964;

20.4.2. Section 504, Rehabilitation Act of 1973;

20.4.3. Age Discrimination Act of 1975;

20.4.4. Title IX, Education Amendments of 1973, as applicable; and

20.4.5. Title 43, part 17, code of federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 20.5. Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2 (Dispute Resolution Procedure).
- 20.6. The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION.

- 21.1. Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

21.2. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22. **HIRING OF EMPLOYEES.** Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or persuade any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (1) County has the right to terminate the Agreement pursuant to Paragraph 4 (Termination for Insolvency) of this Exhibit, (2) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5 (Termination for Default) of this Exhibit, (3) without resolution acceptable to both parties, Contractor and County have followed the dispute resolution procedure set forth in Paragraph 2 (Dispute Resolution Procedure) of this Exhibit, or (4) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of SWIMS Phase III, as applicable.

23. **CONFLICT OF INTEREST.**

23.1. No County employee whose position with County enables such employee to influence the award of the Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

23.2. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

24. RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.

24.1. Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2. Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25. RESTRICTIONS ON LOBBYING. Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT. Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) or general relief opportunity for work (GROW) programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer gain participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27. NONDISCRIMINATION IN SERVICES. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 27 (Nondiscrimination in Services), discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

28. **STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.** Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair his/her physical or mental performance.
29. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST.** Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.
30. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.**
- 30.1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2. As required by County's child support compliance program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3. Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to Paragraph 5 (Termination for Default) of this Exhibit.
31. **RECYCLED-CONTENT PAPER.** Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32. COMPLIANCE WITH JURY SERVICE PROGRAM.

32.1. Jury Service Program. This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

32.2. Written Employee Jury Service Policy.

32.2.1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2. For purposes of this Paragraph 32 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 32 (Compliance with Jury Service Program). The provisions of this Paragraph 32 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

32.2.3. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's

definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4. Contractor's violation of this Paragraph 322 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. **ACCESS TO COUNTY FACILITIES.** Contractor, its employees and agents will be granted access to County facilities, subject to Contractor's prior notification to County Project Director, for the purpose of executing Contractor's obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by County Project Director, access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director, unless exigent circumstances preclude waiting for written approval (e.g., Contractor is responding to a major Deficiency). Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County Project Director.
34. **COUNTY FACILITY OFFICE SPACE.** In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.
35. **DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.**
- 35.1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 35.2. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

36. **PHYSICAL ALTERATIONS.** Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the Director, and County's Director of Internal Services Department, in their discretion.
37. **FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit H to the Agreement).
38. **ASSIGNMENT BY CONTRACTOR.**
- 38.1. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 38.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, including the Board.
- 38.2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 38.1 of this Exhibit.
39. **INDEPENDENT CONTRACTOR STATUS.**
- 39.1. The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.
- 39.2. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor, including any subcontractor personnel engaged directly or indirectly by Contractor in connection with Contractor's performance under the Agreement.
- 39.3. Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of Workers' Compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries

arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

- 39.4. Contractor shall provide to County an executed Contractor's Employee Acknowledgment, Confidentiality & Assignment of Rights (Exhibit F to the Agreement) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to County Project Director.

40. RECORDS AND AUDITS.

- 40.1. Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Paragraph 40 (Records and Audits), Contractor may require the non-County examiner/auditor to execute a nondisclosure agreement prior to any disclosure. The nondisclosure agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.
- 40.2. If an audit is conducted of Contractor specifically regarding the Agreement by any federal or state auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 40.3. If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall

be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to County Project Director and Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.** Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. Upon request by County, a copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided to County in duplicate.
42. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 42 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.
43. **MOST FAVORED PUBLIC ENTITY.** If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods or services under similar quantity and delivery conditions to the state of California or any county, municipality, public agency or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.
44. **COUNTY'S QUALITY ASSURANCE PLAN.** County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include

assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

45. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.** Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (i) third parties who have subcontracted with Contractor to perform the services; or (ii) Contractor's current employees.
46. **NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.** Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
47. **SAFELY SURRENDERED BABY LAW.** Contractor shall notify and provide to its employees residing in or working in the state of California, and shall require each subcontractor performing work under this Agreement to notify and provide to its employees residing in or working in the state of California, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet (Exhibit I to the Agreement) is available on the Internet at www.babysafela.org for printing purposes.
48. **BUDGET REDUCTIONS.** In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by Contractor under this Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, and without limiting any of County's rights as set forth in this Agreement, including County's right of termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of this Exhibit, County and Contractor shall negotiate a mutually agreed upon reduction in Work remaining to be performed by Contractor pursuant to the SOW that corresponds with the reduction in County's payment

obligation. Contractor shall otherwise continue to perform all of its obligations set forth in this Agreement.

49. **WAIVER.** No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
50. **GOVERNING LAW, JURISDICTION, AND VENUE.** The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to Agreements made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.
51. **SEVERABILITY.** If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.
52. **RIGHTS AND REMEDIES.** The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.
53. **FACSIMILE.** Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.
54. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

**STATEMENT OF WORK
DISPOSAL REPORTING MODULE FOR
SOLID WASTE INFORMATION MANAGEMENT SYSTEM**

SECTION 1

GENERAL REQUIREMENTS

A. Scope of Project

1. The Contractor shall develop and implement Phase III of the Solid Waste Information Management System (SWIMS), an expansion of the solid waste disposal reporting module of the SWIMS project. The Contractor shall:
 - a. Expand the existing reporting system to include additional users and features designed to enhance the effectiveness of disposal data submittal, data verification and report generation via Internet.
 - b. Develop an integrated, interactive, web-based GIS mapping application using ArcGIS software to:
 - locate, add, edit, and/or identify facilities and events;
 - verify waste haulers' customer addresses;
 - pre-register waste haulers' collection routes and customer lists;
 - provide access to SWIMS database for geographic information.
2. The project shall be completed in accordance with the following system documentation:
 - The System Requirements Overview - Disposal Reporting Module for the Solid Waste Information Management System (SWIMS) (Exhibit B.1);
 - SWIMS Phase III System Definition Study II (Exhibit B.2);
 - Supplemental documents regarding Environmental Programs Division's (EPD) business operations for the Waste Origin Verification Program (Exhibits B.3 and B.5 through B.18); and
 - Schematic Diagram - Solid Waste Information Management System (Exhibit B.4).

B. Duties

The Contractor shall:

1. Design, program/code, and implement tasks to produce the disposal reporting module.
2. Perform applicable software installation tasks such as database setup, system integration, performance tuning, etc.
3. Port the developed and tested module to Public Works' environment.
4. Design and develop test scripts and set up data for unit and/or system tests and acceptance tests.
5. Assist in the execution of test scripts and review of results. The disposal reporting module shall meet all functional specifications of the design document without errors.
6. Design and develop an implementation plan describing the strategy for deploying the disposal reporting module. The plan shall address software installation, interfaces, conversion, training, "going live," support (i.e., online help details), final system documentation, and all related issues.
7. Provide training, including one training session for each user, and training materials for each user group, including but not limited to Public Works' staff, solid waste haulers, facility operators, and the California Integrated Waste Management Board (CIWMB).
8. Train Public Works' technical staff in the operation and maintenance of the system.
9. Provide any needed "bug fixes" at no cost for at least six months after implementation of the system.

C. Replacement of Contractor's Team Members

Contractor personnel assigned to the project shall not be replaced without Public Works' knowledge and consent. Such consent shall not be unreasonably withheld or delayed provided a qualified replacement is offered. In the event that any Contractor personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, excluding assignments to other projects, the Contractor shall be responsible for providing an adequately qualified replacement in time to avoid delays.

D. Administration

Ms. Shari Afshari and Mr. Martins Aiyetiwa will be the County's Project Director and Project Manager for this project. The Contractor shall coordinate all on-site meetings and interviews for research through the Project Manager. The Project Manager is Public Works' only employee authorized to request work of the Contractor. From time to time, Public Works may change project managers. The Contractor will be notified in writing when there is a change in the project manager. Main work location is at contractor's site.

E. Documentation Requirements

Details of documentation requirements shall be worked out between the Contractor and the County's Project Manager, and may include one or more of the following:

1. A weekly status report
2. System documentation and source code
3. Database schemas
5. On-line and printed user instructions and help (10 printed copies)
6. System Administrator manuals

F. Ownership of Work Product

Public Works shall own all copyrights to all new source code and published material developed under this contract.

G. Period of Performance

1. All deliverables shall be delivered within six months from the date of execution of the contract. This provision shall not be construed to limit or terminate any warranty or obligation to service, maintain, fix or repair.
2. Any and all schedule changes that will adversely impact the successful completion of this project must be approved in writing by the County's Project Manager.
3. All deliverables shall be completed as scheduled in the Project Plan (See Task 1). Deliverables will be accepted or refused by Public Works within two weeks of Public Works' receipt of the deliverable. If refused, the Contractor shall work as expeditiously as possible to address and amend the deliverable in order to obtain Public Works' acceptance and approval.
4. Deliverables cannot be invoiced until approved and accepted by the County's Project Manager. Public Works will only approve payment of those Contractor

Statement of Work – EXHIBIT B

invoices that reflect deliverables that have been expressly accepted by Public Works.

5. There will be a ten percent withhold on each of the deliverables until successful completion and acceptance by Public Works of this project (See Form PW-2, "Schedule of Prices and Ten Percent Withholds.")

SECTION 2

DELIVERABLE REQUIREMENTS

A. SWIMS Current Hardware/Software Environment

All deliverables shall be ready to operate in the following environment:

1. Operating System: Windows 2000
2. Web Server: Microsoft Internet Information Server (IIS) 5.0
3. Web Development tools: Cold Fusion MX, ASP, HTML, Java Script, Crystal Reports 8.5, COGNOS Reporting Tool, Adobe Acrobat 5.0, Interwoven Team Site 5.5.2
4. Databases: Oracle 9i
5. GIS: ArcGIS 9, ArcIMS 4.X, ARCSDE 9.X

B. Tasks and Deliverables

1. Task and Deliverable No. 1

Task 1: Project Plan - Prepare a project plan with milestones and dates.

Deliverable 1: Project Plan

The Project Plan shall be delivered within two weeks from commencement of the Contract. Any corrections shall be made to the County Project Manager's satisfaction within two weeks from the Project Manager's request.

2. Task and Deliverable No. 2

Task 2: Requirement Analysis - Review and use the provided attachments System Requirements Overview (Exhibit B.1), and System Definition Study II (Exhibit B.2) , Supplement Document for Waste Origin Verification Program (Exhibit B.3) and Schematic Diagram - SWIMS (Exhibit B.4) as the base of the module design.

Deliverable 2: Provide an evaluation of the system's requirement analysis, including recommendations for Business Process Improvements.

3. Task and Deliverable No. 3

Task 3: Design Specifications - Develop functional and technical design specifications for the solid waste disposal module. This includes design and demonstration of a prototype of the module as a "proof of concept" for key functional and technical components.

Deliverable 3: System Specifications Document - System Prototype, including screen and report mock ups.

4. Task and Deliverable No. 4

Task 4: Development - Program/code tasks to produce the module and interfaces described in the System Requirements Overview. Perform applicable software installation tasks such as database setup, data loading, system integration, performance tuning, etc.

Deliverable 4:

- a. Source Code
- b. Database Schemas (Entity Relationship Diagrams, Scripts, etc.)
- c. Working System
- d. Review and Demonstration of the developed system

5. Task and Deliverable No. 5

Task 5: Testing - Develop test scripts and set up data for unit and/or system tests and acceptance tests. Assist in the execution of test scripts and review of results. Port the developed and tested system to Public Works' environment.

Deliverable 5: Test Scripts, Test Data, and Test Results for each of the following:

- a. Functional testing at consultant's site
- b. Integrated testing at Public Works' site
- c. User acceptance testing at Public Works' site

6. Task and Deliverable No. 6

Task 6: Implementation - Develop implementation plan describing the strategy for implementing the system. The plan should address such issues as software installation, interfaces, conversion, training, "going live," and support.

Deliverable 6:

- a. Implementation Plan
- b. Training materials and training sessions for each user group (Public Works Administrators, Transfer Stations, Waste Haulers, and Waste Origin Verification Program Administrators)
- c. Online help details
- d. Final system which meets requirements of Deliverable No. 3, System Specifications, plus any mutually agreed-upon changes.
- e. System Documentation

7. Task and Deliverable No. 7

Task 7: Post Implementation Support:

- a. Train Public Works technical staff in the operation and maintenance of the system.
- b. Provide any needed "bug fixes" at no cost which are discovered during the Task 6 period.
- c. Maintain the system, including "bug fixes", for at least six months after full system implementation while Public Works' staff is being trained.

Deliverable 7:

- a. "Bug fixes"
- b. Documentation of modifications, "bug fixes," or enhancements made during post-implementation maintenance.

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**SYSTEM REQUIREMENTS OVERVIEW
DISPOSAL REPORTING MODULE FOR THE
SOLID WASTE INFORMATION MANAGEMENT SYSTEM**

Document Description

This document provides the System Requirements for Phase III of the Solid Waste Information Management System (SWIMS) website for the County of Los Angeles Department of Public Works (Public Works), Environmental Programs Division (EPD).

SWIMS Objectives and Goals

In Phase III of the SWIMS project, Public Works intends to greatly enhance the effectiveness and visibility of EPD programs by streamlining and automating many of its business functions. The system will reduce the amount of manual effort involved in collecting reporting data from the disposal facilities, waste haulers, and transfer stations. The online reporting system will also reduce the amount of paper waste associated with generating paper-based reports. The application will decrease the possibility for human error in data collection through built-in business logic used for validating basic business rules and totaling validations. The efficiently collected data will be used for quick trend analyses that will help the County monitor the effectiveness of the programs implemented by and within the County.

The general purpose of this system is to:

1. Provide an intuitive web user interface for all users of the system.
2. Provide a robust framework for data security and access privileges by allowing users to access only specific functionality that is required of them.
3. Provide an integrated and interactive GIS application with the capability to query the database to locate property addresses and identify predefined trash collection routes that will support the Waste Origin Verification Program.
4. Provide several online forms based on legal requirements for all users who interact with EPD to submit origin survey data, recycling statistics, waste collection and monitoring information, exports data, etc.
5. Allow EPD users to enter data online in various categories such as exports data, account creation, maintenance of content, etc.
6. Provide easy sharing of common contact information for maintaining profile information of jurisdictions, waste haulers, transfer stations and disposal facilities.
7. Provide consistent report management and tracking features for EPD users to monitor submission of data as per reporting deadlines.

8. Provide detailed (predefined) reports and flexible (ad-hoc) reporting tools for internal management on different criteria as per module requirements.
9. Provide easy system maintenance and expandability.
10. Provide easy to use administrative interfaces to maintain application content to reduce EPD's dependence on Information Technology Division for basic content/information updates.
11. Provide application for the design, development, and implementation of the Waste Origin Verification Program.

General Requirements

1. Users are allowed to access the SWIMS application through their browsers by entering the designated URL address.
 - 1.1. Authorized users of the system shall be required to go through a login process and shall be authenticated by the system.
2. Provide a Home Page for the SWIMS website.
 - 2.1. The Home Page shall contain different functional components that provide an entry point to the different features of the system the user wishes to use.
3. The website shall include the following general features on its Home Page:
 - 3.1. A Help Page that has content specific to the SWIMS website.
 - 3.1.1. Current Help functionality shall be extended to include Help content that shall be built as part of SWIMS Phase III.
 - 3.1.2. The Help page shall list questions and answers. Users can click on a specific question and hyperlink to a different page that contains the answer.
 - 3.2. Site Map
 - 3.2.1. Current Site Map shall have to be updated with changes that result from the enhanced features and functionality to the site.
 - 3.2.2. The website shall have a link for users to view the Site Map of the SWIMS website.
 - 3.2.3. The Site Map page shall have hyperlinks to their respective pages on the website.
 - 3.3. Terms of Use Page

- 3.3.1. Implement a unique system's Term of Use that integrates with Public Works' standard Term of Use. This link shall be accessible to all users and shall be part of the common navigation.
- 3.4. Contact Us
 - 3.4.1. Current functionality of the Contact Us form shall be extended to support all modules of the SWIMS website.
 - 3.4.2. The Contact Us form shall be used by all users.
 - 3.4.3. The Contact Us form shall have specific categories to support all modules if it is necessary to channel different Contact Us information from the public to different EPD personnel to act upon their specific area of information. One of the areas shall be Complaints, and others shall be Feedback/Comments, Questions, General, etc.
 - 3.4.3.1. The user will select the category, and the Contact Us form shall dynamically present the fields for the specific category if it is required to customize the form to cater to different categories. The form shall include the basic contact information such as Last Name, First Name, email address, address details, and the comments box.
 - 3.4.4. An email link shall also be provided in case the user prefers to send an email to EPD. This feature shall be integrated with the Public Works' Interactive Customer Inquiry System.
 - 3.4.5. A telephone number shall also be provided on this page should the user need to call EPD.
- 3.5. Extend the functionality for the "What's New" content to be available for all modules to post their "What's New" material.
 - 3.5.1. The "What's New" area available on the current Disposal Reporting System website shall be extended to support the whole website functionality of other modules of the website as applicable.
- 3.6. Website shall comply with Public Works' standard look and feel.
- 4. Provide capability for Public Works' users to create mailing list address labels.
 - 4.1. The current functionality present in the Solid Waste Disposal Reporting System (SWDRS) of generating mailing list address labels shall be extended to support the user groups of the other modules such as transfer stations, waste haulers, and waste origin verification program users.

- 4.2. Public Works' users can select a category of users to generate a list of mailing addresses, and download the list to Excel, PDF, and Word file containing the labels, formatted for Avery No. 5160. The excel file format is to provide the Public Works' users the flexibility of adding columns, rows of data, and information for internal use.
5. Provide capability for Public Works' users to generate a mail merge data file.
 - 5.1. The current functionality present in the SWDRS of generating a mail merge data file, downloaded as an Microsoft Word format, shall be extended to support the user groups of the other modules such as transfer stations, waste haulers, and waste origin verification program users.
 - 5.2. Public Works can select a category of users to generate a list of mailing addresses, and download it in a Microsoft Excel format to provide the flexibility of adding columns, rows of data, and information for internal use.
 - 5.3. Implement an interface with the existing SWIMS e-mail function.

Security Requirements

The SWIMS system is an Internet application; most of the functions provided by the system are not available to the general public. The SWDRS module of the SWIMS system that is currently in place employs the username/password based authentication and authorization scheme to secure the restricted area of the system. The user password is encrypted with MD5. The current SWIMS system (Phase II) has defined six groups of users for security purpose—facility users, jurisdiction users, waste board users, Public Works users, County users (for access to corresponding jurisdiction reports), and public users. The security component of the SWIMS system needs to be expanded to support the following technical requirements:

1. Expand the functionality of the SWIMS Administrator
 - 1.1. The security component of the SWIMS system shall provide the SWIMS administrator the functionality to define various user roles and associate the users to one or more of these roles. A user can have multiple roles and a user role can consist of multiple users.
 - 1.2. The user creation process is not user-initiated. All accounts for landfill facilities, transfer stations, transformation facilities, waste haulers, jurisdictions, and EPD users will be created by a SWIMS administrative user. Users shall be able to change their own password.
 - 1.2.1. The SWIMS administrative user will be responsible for entering all the account information that is necessary to create the account for the user.

2. The security component of the system shall provide the SWIMS administrator the functionality to assign various user roles to the SWIMS functional groups. It shall also allow the Administrator to give and revoke access to SWIMS functions based on user roles. A user shall only have access to perform only those functions that are associated with the corresponding user role. The security component of the SWIMS systems shall provide the functionality to restrict the access to the system data based on the user domain—data level security. For example, only the users associated with a waste haulers shall have access to that corresponding waste haulers information.
3. The security component of the SWIMS system shall provide the functionality to associate all the SWIMS objects (forms, reports, etc.) to the SWIMS functional groups. A user shall have access to only objects that are associated with the corresponding functions that the user role is assigned to.
4. The system shall be able to restrict access to the system data based on different access levels for functions such as read, add, update, and delete. For example, a user with Read access to information shall only be able to view the data and shall not be able to add, modify, or delete it.
5. The SWIMS application shall not be hosted through Secure Socket Layer (SSL). Currently, the SWIMS data is not considered sensitive enough for the need of SSL. However, in the future, if any data is identified as sensitive, the pages that served the data can be transmitted over SSL.
6. Following is a highlight of user roles based on various SWIMS functionalities. The system shall be flexible enough to add and modify user roles as described above. User roles shall be defined based on the various EPD business functionalities; and users shall be assigned to the corresponding user role based on allowed access.
 - 6.1. Landfill Operator—Users who are allowed to submit and view the survey data for their respective landfill facility.
 - 6.2. Transformation Facility Operator—Users who are allowed to submit and view the survey data for their respective transformation facility.
 - 6.3. Transfer Station Operator—Users who are allowed to submit and view the survey data for their respective transfer station.
 - 6.4. Waste Haulers—Users who are allowed to submit and view the survey data for the respective waste hauler.
 - 6.5. DRS Administrator—Public Works' users who have access to submit, view, and manage the survey data for landfills, transformation facilities, and transfer stations.

- 6.6. Waste Hauler Administrator—Public Works' users who have access to submit, view, and manage the survey data for waste haulers.
 - 6.7. Facility Information Manager—Public Works' users who have access to maintain and view the facility profile information.
 - 6.8. Waste Hauler Information Manager—Public Works' users who have access to maintain and view the waste hauler profile information.
 - 6.9. Waste Origin Verification Administrator—Public Works' users who have access to administer the Waste Origin Verification System.
 - 6.10. GIS Administrator – Public Works' users who have access to maintain, administer, and update GIS information. Users can also add and/or edit GIS data.
- 7. Authorized users of the system shall be required to go through a login process and shall be authenticated by the system. The existing authentication rules of the system shall apply to the future authorized users of the system.
 - 8. Users who login to the site shall see the functionality that they have access privileges to.
 - 9. If a person attempting to login is not a valid user of the system, the user shall be rejected and shall see a message indicating that the user does not have access to the system. If the user wishes to get access, the user has to request Public Works' offline for an account to be created and EPD will determine if it warrants an account. The public shall not be provided with any user accounts and shall not be allowed to login.
 - 10. Existing functionality on the SWDRS for Forgot Password shall continue to apply for SWIMS. Users shall adhere to the validation rules and business rules that exist on the current system.
 - 11. The application has logout functionality and logging out shall end the user's session.
 - 12. Authentication mechanisms such as session timeout and periods of inactivity before a user shall be allowed to login to the system shall continue as is applicable on the current SWIMS application. The session timeout shall be set to one hour.

Functional Requirements

- 1. Enhance the current SWDRS with the following functions:
 - 1.1. Implement a modified online form that includes a field for "Inert Waste Disposal" for the solid waste facilities users to enter and upload monthly

collection data for their jurisdictions. Please see Exhibit B.7 for a sample of Form 13.

- 1.2. Allow EPD Administrators to modify the data reporting period and set the viewing period for the data entry status functions for all users.
- 1.3. Origin survey data shall be confirmed before final submittal. A display only version of the submitted data shall be available for user to view, save, and print for their record immediate after user complete the data entry. Users shall have the ability to make corrections prior to the final data submittal. A warning shall be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
- 1.4. Utilize each facility's unique SWIMS number, as an identifier for the facilities.
- 1.5. Add "Exempt/Unpermitted Landfills" as a new user category. The users for this new category shall continue to perform the same functions, such as online reporting, and shall continue to adhere to the same security rules as the other users on the SWDRS.
 - 1.5.1. The information entered on behalf of exempt/unpermitted landfills shall NOT be included in the predefined reports. Any reports generated for exempt/unpermitted landfills shall be generated using the customized ad hoc tool.
- 1.6. Allow landfill and transformation facility operators to submit origin survey data online into the SWIMS application on a quarterly and annual basis.
 - 1.6.1. Implement the online form for the landfills transformation facilities to enter and upload quarterly report with the amounts and types of all solid waste disposed at their facility. Please see Exhibit B.12 for a sample of Form X1.
 - 1.6.2. The implemented system will not accept any quarterly data from users after the deadlines of the reporting period. All data will be viewable by the users, but will not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry will be governed by the following deadlines:

1st	January 1	March 31	January 31 - May 30
2nd	April 1	June 30	April 30 - August 30
3rd	July 1	September 30	July 31 - November 30
4th	October 1	December 31	October 31 - February 28

EXHIBIT B.1

1.6.3. Implement the online form for the landfills and transformation facilities to enter and upload annual report on disposal reporting methods. Please see Exhibit B.13 for a sample of Form X2.

1.6.4. The implemented system will not accept any annual data from users after the deadlines of the reporting period. All data will be viewable by the users, but will not be editable by the users. Only the EPD user can make changes to the data after the reporting period. The deadline for the annual report will be March 15 for the previous year.

2. Allow transfer station users to submit origin survey data online into the SWIMS application.

2.1. Implement online forms for the transfer station users to enter and upload monthly collection data for their jurisdictions. The frequency of collection is monthly but it shall be reported to EPD every quarter for every month in that quarter.

2.2. Implement the online forms based on the current paper form, Form 7, that the County provides to the transfer station operators. Please see Exhibit B.5 for a sample of Form 7.

2.3. The implemented system shall not accept any data from users after the deadlines of the reporting period. All data shall be viewable by the users, but shall not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry shall be governed by the following deadlines:

1st	January 1	March 31	January 31 - May 30
2nd	April 1	June 30	April 30 - August 30
3rd	July 1	September 30	July 31 - November 30
4th	October 1	December 31	October 31 - February 28

2.4. Implement the online form for the transfer stations who send solid waste to another facility within California to enter and upload quarterly report with the percentage of waste assigned to each jurisdiction. Please see Exhibit B.14 for a sample of Form X3.

2.5. Implement the online form for the transfer stations who export solid waste from California to enter and upload quarterly report with the total tons of solid waste exported from each jurisdiction of origin during the quarter. Please see Exhibit B.15 for a sample of Form X4.

2.6. The implemented system shall not accept any quarterly data from users after the deadlines of the reporting period. All data shall be viewable by

the users, but shall not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry shall be governed by the following deadlines:

1st	January 1	March 31	April 1 – June 15
2nd	April 1	June 30	July 1 – September 15
3rd	July 1	September 30	October 1 – December 15
4th	October 1	December 31	January 1 – March 15

- 2.7. Implement the online form for the transfer stations to enter and upload annual report on disposal reporting methods. Please see Exhibit B.13 for a sample of Form X2.
- 2.8. The implemented system shall not accept any annual data from users after the deadlines of the reporting period. All data will be viewable by the users, but will not be editable by the users. Only the EPD user can make changes to the data after the reporting period. The deadline for the annual report will be March 15 for the previous year.
- 2.9. The implemented system shall perform the necessary validation on the forms to ensure all totals match in the necessary columns.
- 2.10. Origin survey data shall be confirmed before final submittal. A display only version of the submitted data shall be available for users to view, save, and print for their record immediate after user complete the data entry. Users shall have the ability to make corrections prior to final data submittal. A warning shall be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
- 2.11. Implement a system that shall track users data entry status for data submittal. The system shall have the ability to identify and generate a status report that displays all users who did and did not submit recycle data.
- 2.12. Allow EPD users with authorized access to enter and upload origin survey data on behalf of transfer stations in case the transfer stations do not have access to the SWIMS application. These facilities shall continue to submit their hard copy forms and EPD staff will enter it into the system.
- 2.13. Users shall be able to view and print data at any time.
3. Allow transfer station users to enter and upload recyclable statistics by jurisdiction.
 - 3.1. Allow user to enter and upload recyclable statistics by month for different categories for each service area. The recyclable statistics form shall have

the name of the hauler, contact, contact phone number, number of customers serviced, and all recyclables broken down by categories such as mixed paper, plastics, metal, glass, cardboard, etc., as specified by EPD.

- 3.2. Implement a system that shall provide public access to browse and review general information related to transfer stations.
- 3.3. Implement a system that shall track users status for recyclable statistics submittal. The system shall have the ability to identify and generate a status report that displays all users who did and did not submit recycle data.
- 3.4. The implemented system shall have the ability to generate a form letter to send to those who did not submit recyclable statistics. Mailing of form letters will be done offline.
4. Allow waste haulers to submit origin survey data online into the SWIMS application.
 - 4.1. Implement online forms for waste hauler users to enter and upload monthly collection data for their jurisdictions. The frequency of collection is monthly but shall be reported quarterly.
 - 4.2. Implement online forms based on the current forms that the County provides to waste haulers, specifically, Forms A and C. The information shall be based on quantity of waste received, quantity of separated material (recycled and composted), quantity of waste disposed, in which solid waste disposal facilities, and the origin of the waste. Please see Exhibit B.8 and B.9 for sample of Forms A and C.
 - 4.3. The implemented system shall not accept any data from users after the deadlines of the reporting period. All data shall be viewable by the users, but shall not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry shall be governed by the following deadlines:

Month	Start Date	End Date	Reporting Period	Reporting Period
January	Jan 1	Jan 31	Jan 1 to Feb 15	Feb 16 to Feb 28 or 29
February	Feb 1	Feb 28 or 29	Feb 1 to Mar 15	Mar 16 to Mar 31
March	Mar 1	Mar 31	Mar 1 to Apr 15	Apr 16 to Apr 30
April	Apr 1	Apr 30	Apr 1 to May 15	May 16 to May 31
May	May 1	May 31	May 1 to Jun 15	Jun 16 to June 30
June	Jun 1	Jun 30	Jun 1 to Jul 15	Jul 16 to Jul 31
July	Jul 1	Jul 31	Jul 1 to Aug 15	Aug 16 to Aug 31
August	Aug 1	Aug 31	Aug 1 to Sept 15	Sept 16 to Sept 30
September	Sept 1	Sept 30	Sept 1 to Oct 15	Oct 16 to Oct 31
October	Oct 1	Oct 31	Oct 1 to Nov 15	Nov 16 to Nov 30

EXHIBIT B.1

November	Nov 1	Nov 30	Nov 1 to Dec 15	Dec 16 to Dec 31
December	Dec 1	Dec 31	Dec 1 to Jan 15 of the following year	Jan 16 of following year to Jan 31

- 4.4. Implement the online form for the waste haulers who export solid waste from California to enter and upload quarterly report with the total tons of solid waste exported from each jurisdiction of origin during the quarter. Please see Exhibit B.15 for a sample of Form X4.
- 4.5. The implemented system shall not accept any quarterly data from users after the deadlines of the reporting period. All data shall be viewable by the users, but shall not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry shall be governed by the following deadlines:

1st	January 1	March 31	April 1 – June 15
2nd	April 1	June 30	July 1 – September 15
3rd	July 1	September 30	October 1 – December 15
4th	October 1	December 31	January 1 – March 15

- 4.6. The implemented system shall perform the necessary validation on the forms to ensure all totals match in the necessary columns.
- 4.7. Origin survey data shall be confirmed before final submittal. A display only version of the submitted data shall be available for users to view, save, and print for their record immediate after user complete the data entry. Users shall have the ability to make corrections prior to final data submittal. A warning shall be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
- 4.8. Implement a system that shall track users data entry status for data submittal. The system shall have the ability to identify and generate a status report that displays all users who did and did not submit recycle data.
- 4.9. The implemented system shall have the ability to generate a form letter to send to those who did not submit recyclable statistics. Mailing of form letters will be done offline.
- 4.10. Allow EPD users with authorized access to enter origin survey data on behalf of waste haulers in case the waste haulers do not have access to the SWIMS application. These facilities shall continue to submit their hard copy forms and EPD staff will enter it into the system.
- 4.11. Users shall be able to view and print data at any time.

5. Allow waste haulers to enter recyclable statistics for county unincorporated areas.

5.1. Allow user to enter and upload recyclable statistics by month for different categories for each service area. The recycle statistics form shall have the name of the hauler, contact, contact phone number, number of customers serviced, and all the recyclables broken down by categories such as mixed paper, plastics, metal, glass, cardboard, etc., as specified by EPD.

5.2. Implement a system that shall provide public access to browse and review general information related to waste haulers.

5.3. Recycling statistics are due quarterly from the waste haulers. The due dates are as follows:

1st	January 1	March 31	January 31 - May 30
2nd	April 1	June 30	April 30 - August 30
3rd	July 1	September 30	July 31 - November 30
4th	October 1	December 31	October 31 - February 28

5.4. Implement a system that shall track users data entry status for recyclable statistics submittal. The system shall have the ability to identify and generate a status report that displays all users who did and did not submit recycle data.

5.5. The implemented system shall have the ability to generate a form letter to send to those who did not submit recyclable statistics. Mailing of form letters will be done offline.

5.6. Implement a system with the ability for EPD user to enter resolution of submitter who did not respond to the collection of recycle data.

6. Allow waste haulers and transfer station operators to submit exports data through Form 8. Please see Exhibit B.6 for a sample of Form 8.

6.1. Waste haulers and transfer station operators shall be allowed to enter and upload exports data for their communities through Form 8 which shall be provided online.

6.2. The online form's implementation shall be based upon the hard copy that is currently being used.

7. Waste Origin Verification System

EXHIBIT B.1

- 7.1. Implement online forms for use by waste haulers and transfer stations, and material recovery facility operators to submit origin survey data for monthly disposal quantity.
- 7.2. Implement online forms based on the current paper forms, Waste Origin Verification Form, and Forms A, C, D, and E. Please see Exhibit B.8 through B.11 for samples of these Forms.
- 7.3. The implemented system shall not accept any data from users after the deadlines of the reporting period. All data shall be viewable by the users, but shall not be editable by the users. Only the EPD user can make changes to the data after the reporting period. Data Entry shall be governed by the following deadlines:

Month	Start Date	End Date	Reporting Period	Final Deadline
January	Jan 1	Jan 31	Jan 1 to Feb 15	Feb 16 to Feb 28 or 29
February	Feb 1	Feb 28 or 29	Feb 1 to Mar 15	Mar 16 to Mar 31
March	Mar 1	Mar 31	Mar 1 to Apr 15	Apr 16 to Apr 30
April	Apr 1	Apr 30	Apr 1 to May 15	Apr 16 to May 31
May	May 1	May 31	May 1 to Jun 15	Jun 16 to June 30
June	Jun 1	Jun 30	Jun 1 to Jul 15	Jul 16 to Jul 31
July	Jul 1	Jul 31	Jul 1 to Aug 15	Aug 16 to Aug 31
August	Aug 1	Aug 31	Aug 1 to Sept 15	Sept 16 to Sept 30
September	Sept 1	Sept 30	Sept 1 to Oct 15	Oct 16 to Oct 31
October	Oct 1	Oct 31	Oct 1 to Nov 15	Nov 16 to Nov 30
November	Nov 1	Nov 30	Nov 1 to Dec 15	Dec 16 to Dec 31
December	Dec 1	Dec 31	Dec 1 to Jan 15 of the following year	Jan 16 of following year to Jan 31

- 7.4. The implemented system shall perform the necessary validation on the forms to ensure all totals match in the necessary columns.
- 7.5. Origin survey data shall be confirmed before final submittal. A display only version of the submitted data shall be available for users to view, save, and print for their record immediate after user complete the data entry. Users shall have the ability to make corrections prior to submitting data. A warning shall be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
- 7.6. The system shall be implemented to allow EPD users with authorized access to enter origin survey data on behalf of waste haulers in case the waste haulers do not have access to the SWIMS application. These facilities shall continue to submit their hard copy forms and EPD staff will enter it into the system.
- 7.7. Users shall be able to view and print data at any time.

- 7.8. The implemented system shall allow for pre-registration of set routes by the waste haulers and be able to identify the jurisdiction of the locations entered by using the jurisdiction name and zip code as a County Unincorporated Areas (CUA). The verification may be done by matching the jurisdiction name and zip code against a GIS program or the *Thomas Brothers* map.
- 7.9. The implemented system shall be able to identify the exact addresses or the route number(s) submitted to Public Works on Form D by the waste hauler, material recovery facility or transfer station, as a CUA location. The verification may be done by matching the exact address, or the jurisdiction name and zip code or the route number entered against a GIS program, the *Thomas Brothers* map, or the pre-registered route number for that facility.
- 7.10. If the address or the jurisdiction name and zip code entered are found not to be in a CUA location, then the designed system shall be able to alert EPD staff.
- 7.11. If the provided route number is found not to be in a CUA, the designed system shall be able to alert staff.
- 7.12. In the event of 7.11 or 7.12 above, the designed system shall be able to automatically generate a form letter (to be prepared by EPD) to Puente Hills' landfill operator and the facility informing them of discrepancy.
- 7.13. The waste hauler and transfer station, and material recovery facility operators shall submit the route information and waste collection data for the unincorporated areas to EPD. EPD will perform address verification to ensure that the data collected is from valid County unincorporated boundaries. EPD maintains the County address list that is provided by the Auditor Controller. If the waste hauler provided addresses do not fall within County unincorporated areas, the data is rejected and the Waste Origin Verification administrator is notified. If the hauler provides valid data as per address verification, the system shall accept the data and the data shall be stored for a specified timeframe.
- 7.14. EPD staff will enter a single address or upload a group of addresses into the system. The system shall integrate the data to the Public Works' GIS system which shall geocode the addresses. The resulting data set shall be sent back to SWIMS to display the jurisdiction for each address. This shall verify whether an address falls within County boundaries or another jurisdiction's borders.
- 7.15. Reports shall be designed to provide a list of haulers, transfer stations, and material recovery facilities who provided valid and invalid collection data.

- 7.16. Implement a data entry page and upload function for waste haulers, transfer station and material recovery facility operators to enter/upload addresses that shall be verified against a map to verify that the property lies within the County unincorporated areas.
- 7.17. Implement a system with the capability to import data such as addresses, collection routes, and collection tonnages, provided by other agencies.
- 7.18. Implement a system that shall assess/impose and track penalties for falsification of data based on address verification performed by the Waste Origin Verification administrator.
8. Implement specific details for each facility in order to allow EPD users to obtain basic facility information.
 - 8.1. For each facility, provide the following:
 - 8.1.1. Name of Facility
 - 8.1.2. Facility Operator
 - 8.1.3. Facility Location
 - 8.1.4. Facility Contact
 - 8.1.5. Facility Mailing Address
 - 8.1.6. Facility Telephone Number
 - 8.1.7. Facility Fax Number
 - 8.1.8. Facility Email Address
 - 8.1.9. Facility Management
 - 8.1.10. Facility Management Mailing Address
 - 8.1.11. Facility Management Telephone Number
 - 8.1.12. Facility Management Fax Number
 - 8.1.13. Facility Management Email Address
 - 8.1.14. Facility Number
 - 8.1.15. Facility Owner
 - 8.1.16. SWIS Number
 - 8.1.17. City
 - 8.1.18. Regulatory Status
 - 8.1.18.1. Proposed
 - 8.1.18.2. Permitted
 - 8.1.18.3. Unpermitted
 - 8.1.18.4. Exempt
 - 8.1.18.5. Suspended
 - 8.1.18.6. Revoked
 - 8.1.18.7. Surrendered
 - 8.1.18.8. Pre-regulations
 - 8.1.18.9. Excluded
 - 8.1.18.10. Notification
 - 8.1.18.11. Not currently regulated
 - 8.1.18.12. To be determined

8.1.19. Facility Type

- 8.1.19.1. Landfills
- 8.1.19.2. Transformation Facilities
- 8.1.19.3. Transfer Stations
- 8.1.19.4. Composting Facilities
- 8.1.19.5. Material Recovery Facilities
- 8.1.19.6. Recycling Facilities
- 8.1.19.7. Intermediate Processing Centers
- 8.1.19.8. Waste Tire Facilities
- 8.1.19.9. Major Waste Systems

8.1.20. Operational Status

- 8.1.20.1. Active
- 8.1.20.2. Inactive/Closed
- 8.1.20.3. Proposed/New
- 8.1.20.4. Expansion
- 8.1.20.5. Unpermitted

9. Allow the EPD user to search the system for facility information stored in the database.

9.1. The user can search for information using the following search criteria:

- 9.1.1. SWIS number
- 9.1.2. Facility name
- 9.1.3. City
- 9.1.4. Regulatory status
- 9.1.5. Facility type
- 9.1.6. Operational status

9.2. The system shall bring up a list of facilities that fit the search criteria and offer a brief description of the facilities listed.

9.3. The user will select a facility and shall be linked to a page containing detailed information regarding that facility.

10. Allow Public Works' users to look up the status of a facility.

10.1. The status of a landfill facility can be tracked as the following:

- 10.1.1. Active
- 10.1.2. Inactive/Closed
- 10.1.3. Proposed/New
- 10.1.4. Expansion
- 10.1.5. Unpermitted/Inert/Unclassified

Reporting Requirements

Prepare design specifications to support the following reporting requirements:

1. The SWIMS application shall support both predefined reports and customized ad hoc reports. The predefined reports shall incorporate all fields in the specified forms and have similar look to the forms as well. Please refer to Exhibit B.5 through B.18 for a samples of the forms. For predefined report samples, please go to the Website www.solidwastedrs.org.
 - 1.1. The SWIMS application shall generate 10 predefined reports for the to-be-built disposal reporting function of SWIMS III.
 - 1.1.1. The predefined reports shall be generated in two formats.
 - 1.1.1.1. Predefined reports shall be generated in PDF format.
 - 1.1.1.2. Users shall also have the option to generate reports in a data file. These files shall need a security component to ensure that the recipient of this report is the only user who has access to it and that the data presented shall not be modified.
 - 1.1.2. Crystal Reports 8.5 or COGNOS Reporting Tool shall be used to create the predefined reports.
 - 1.2. The SWIMS application shall also generate customized ad hoc reports.
 - 1.2.1. The user interface for the customized ad hoc reports shall provide the option to select the fields to display in the report.
 - 1.2.2. The user interface for the customized ad hoc reports shall provide the option to select the fields to filter the data.
 - 1.2.3. The user interface for ad hoc reports shall provide sorting options, such as the fields to sort by and the order type (ascending/descending).
 - 1.2.4. The user interface ad hoc reports shall provide the option to generate the reports in both graphical and tabular format.
 - 1.2.5. The user interface for ad hoc reports shall provide the option to generate the reports in Microsoft Excel spreadsheet and PDF format.
2. The system shall be able to print both the graphical and non-graphical reports.
3. Support for the Query Builder is NOT required.

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4. Support for scheduled reports is NOT required. Reports will be user-initiated and generated as needed.
5. The structure of the above forms and reports are only samples. Public Works will work with the Contractor to develop the forms and reports needed for this project.



SWIMS Phase III

System Definition Study II

Presented to



ENVIRONMENTAL PROGRAMS DIVISION



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1 Introduction

1.1 Overview

This document is the result of work performed by a team of consultants in response to the Statement of Work (Work Order No. N7E-0035 MEK) issued by Los Angeles County Department of Public Works (LADPW) to provide a Requirements Study & Analysis for an information management system (SWIMS Phase III) that will integrate the solid waste management and planning functions of the Environmental Programs Division (EPD) and provide for a more efficient access to the information by the staff of Public Works, Solid Waste Facility operators, California Integrated Waste Management Board, jurisdictions, and the general public.

The scope of this study was conducted over a period of 4 weeks from April 16th, 2003 to May 14th 2003 with 3 major deliverables to present as a result of the study.

1.2 Document Purpose

This document, the Requirements Analysis Document for SWIMS Phase III, is the second deliverable required by EPD's Statement of Work. This reflects the findings and results based on the functional requirements study conducted by MSI of EPD operations related to the development of the SWIMS Phase III system. Several JAD sessions and Requirements gathering interview sessions were conducted at the County's offices between April 21st and April 30th with various EPD participants to gather the necessary information required in identifying the key Business Requirements.

This document covers the following:

- Overview of the current EPD processes
- Proposed Schematic Diagram based on the evaluation of the current Schematic Diagram
- Overview of the Proposed Processes
- Evaluation of the current EPD business processes that helped define the Business Requirements of SWIMS III.
- Development of Baseline Business Modules of the proposed system
- Detailed Business & Functional Requirements of the proposed system
- Business Process Analysis of the Proposed system
- Input/Process/Output Modeling to validate the Business Requirements
- Sample set of Storyboards of the Proposed system.
- Supporting Material and Documents that refer to the functional requirements.



The above topics are covered in this document across the following Chapters.

Chapter 1: Introduction

- 1.1: Overview
- 1.2: Document Purpose
- 1.3: Project Background
- 1.4: Business Objectives & Benefits
- 1.5: SWIMS Objectives & Goals
 - 1.5.1: Proposed Schematic of the SWIMS III system
 - 1.5.2: SWIMS Phase III System Vision
 - 1.5.3: Proposed Users of the SWIMS system

Chapter 2: Current EPD Business Processes

Chapter 3: Business Requirements Definition

- 3.1: Traceability Matrix
- 3.2: Baseline Business Modules for Business Requirements
- 3.3: Summary of Business Requirements Matrix
- 3.4: SWIMS 'To Be' Proposed Process Flow Diagrams
- 3.5: Input/Process/Output Modeling
- 3.6: Storyboards

Chapter 4: Recommendations

Chapter 5: Appendix A: Business & Functional Requirements Matrix

Chapter 6: Appendix B: SWIMS 'To Be' Process Flow Models

Chapter 7: Appendix C: Detailed Input/Process/Output Model

Chapter 8: Appendix D: Proposed Storyboards

Chapter 9: Appendix E: List of EPD Participants

Chapter 10: Appendix F: List of Relevant Documents Provide



1.3 Glossary of Terms

The following are some acronyms/abbreviations used in the document as it relates to SWIMS Phase III – System Requirements Study & Definition. Several other acronyms are used in day-to-day EPD parlance, but this document will not attempt a comprehensive definition of acronyms here. A full list of such acronyms and their definitions can be found in several EPD publications such as the Annual Report and Countywide Siting Element.

- **CIWMB:** California Integrated Waste Management Board
- **CSE:** Countywide Siting Element
- **DPW:** Department of Public Works
- **DRS:** Disposal Reporting System. Built as part of SWIMS Phase II.
- **EPD:** Environmental Programs Division (know formerly as Waste Management Division – WMD)
- **GIS:** Geographic Information System
- **Parcel:** Refers to a parcel of a real property as shown on the local secured tax rolls of the county of Los Angeles.
- **SWIMS:** Solid Waste Information Management System

FORMS USED FOR DISPOSAL REPORTING PURPOSES

- **Form A:** Form A is used by jurisdictions to report tonnages that have been misallocated to those jurisdictions and who would want to reallocate those tonnages back to the County Unincorporated Areas.
- **Form C:** Disposal Quantity Reporting by Waste Haulers
- **Form 7:** Origin Survey Form submitted by Transfer Station Operators
- **Form 8:** Exports Form submitted by Waste Haulers and Transfer Station Operators
- **Form 10:** Origin Survey Form submitted by Transformation Facility Owners/Operators
- **Form 13:** Origin Survey Form submitted by Landfill Facility Owners/Operators

1.4 Project Background

In 1989, the State of California passed Assembly Bill 939 mandating each jurisdiction (i.e. city or county) to reduce solid waste disposed in landfills by 50 percent. Each jurisdiction in California had to adopt measures to meet the AB 939 waste reduction goal. In order to determine



if the jurisdiction has met its goals, it needs to calculate how much solid waste has been disposed by that jurisdiction.

Pursuant to Public Resource Code 41821.5(c) and the requirements of Sections 18800 through 18813 of the California Code of Regulations, each county is required to submit periodic reports to each city within that county and to the California Integrated Waste Management Board on the amounts of solid waste disposed by the jurisdiction or region of origin. Disposal facility operators are mandated to submit daily or quarterly origin surveys that provide information on the disposal tonnages for each jurisdiction. As required by State law, this information is administered by the County of Los Angeles Department of Public Works and compiled into reports that are used by the jurisdictions and the Waste Board to determine if a jurisdiction is meeting their waste reduction goals.

There are a variety of tasks and programs EPD is responsible for. These include, but are not limited to the following:

- Tracking solid waste disposal data submitted by approximately 20 solid waste facilities and produce State mandated reports accounting for waste disposed by jurisdiction for over 300 California jurisdictions.
- Oversee the permit, fees and regulations of these facilities.
- Track information submitted by over 120 waste haulers and about 24 Transfer Stations operating within the County.
- Monitor and maintain the GDD (Garbage Disposal Districts) contracts within the county that provides solid waste handling to 35% of the unincorporated county population.
- Administer and oversee the Waste Collection Franchise Agreements and fees, and monitor/and or inspect hauler compliance.
- Monitor and oversee Household Hazardous Waste (HHW) programs and various other diversion programs. Track HHW collection event information, permanent collection centers, waste quantities, event dates and locations, and contracts.

In 1994, a Requirements Study & Definition was performed to assess the requirements of implementing a new automated system, Integrated Solid Waste Management Information System (ISWMIS) to support EPD's (then referred to as WMD or Waste Management Division) business functions. A User Requirements Study and a Conceptual Report were published to meet the needs of the study.

Later, as a first step to this study, an Access application was implemented by Information Technology Division (ITD) in 1998 as an internal database application to support the division's Reporting requirements and provide limited functionality to perform data entry for report submission from the Facilities and Haulers. It produced a variety of management reports that analyzed disposal patterns by month, quarter, year, facility, jurisdiction and other variables. This was referred to as Phase 1 of SWIMS (name of initiative changed to Solid Waste Integrated Management System). In subsequent years, SWIMS Phase I was further expanded to provide improved customer service, more efficient data entry and reporting.



As the second initiative (SWIMS Phase II) to the original study performed in 1994, the Disposal Reporting System (DRS) was developed in 2002 to assist EPD in its responsibilities of Solid Waste Management and Reporting requirements. Specifically, SWIMS Phase II is a web-based application that allows the landfill and transformation facility operators to submit disposal quantity information over the Internet, provides automatic report generation, and gives the public limited access to the reports and general information. It is currently in the last phases of User Acceptance Testing and the soft launch of the site is in production. All data from SWIMS Phase I, Access application, was migrated to SWIMS Phase II. DRS is also used to track waste exported out of the County and State, and can track types and amounts of alternative daily cover. It can also identify variability in jurisdiction waste disposed amounts over time and identify changes in the flow of waste disposed over time. The DRS is poised to become an integral part in helping California's jurisdictions monitor their disposal numbers.

However, there were still several other EPD functions such as Waste Origin Verification Program, Transfer Station and Waste Hauler monitoring, etc that required a system to support and help facilitate their business processes as part of the daily functioning of the division. SWIMS – Phase III is part of that vision to integrate all the different functions across the division into one integrated system and implement it as part of the third phase to assist the division in meeting its responsibilities.

1.5 SWIMS Objectives and Goals

EPD intends to implement a web-based application to increase productivity and reduce the manual processes that currently exist as paper driven processes, by enabling the staff to manage data submission, various program information, and reporting requirements. At a high level, the following are the different objectives chartered for the system.

- Provide an intuitive web user interface for all users of the system.
- Provide several online forms based on legal requirements for all users who interact with EPD to submit origin survey data, recycling stats, waste collection and monitoring information, exports data etc.
- Allow EPD users to enter data online in various categories such as Exports Data, account creation, maintenance of content etc.
 - Centralized repository of all contact information and listings for Landfill facilities, Transfer Stations, Waste Haulers.
- Easy sharing of common contact information between modules and adding extra information required by modules for maintaining such profile information of jurisdictions, waste haulers, landfill facilities.
- Consistent Report Management and Tracking features for EPD users to monitor submission of data as per reporting deadlines.
- Detailed (Custom) and flexible (ad-hoc) reporting for internal management on different criteria as per module requirements.
- Easy system maintenance and expandability.



-
- Provide easy to use administrative interfaces to maintain application content to reduce EPD's dependence on technology division for basic content/information updates.
 - Accuracy of data flow from system interfaces to support functionality such as, GIS functionality etc.
 - Provide a robust framework for data security and access privileges by allowing users to only specific functionality that is required of them.
 - Integrated and Interactive GIS capability for querying the database for pre-defined service collection routes and addresses that will support the Waste Origin Verification Program.
 - Provide for an Internet-based GIS functionality that will allow the website visitor to use an on-screen County maps to locate facilities and call up limited data (Fact Sheets) about the facility.

All the above objectives and goals of the system will provide the following benefits:

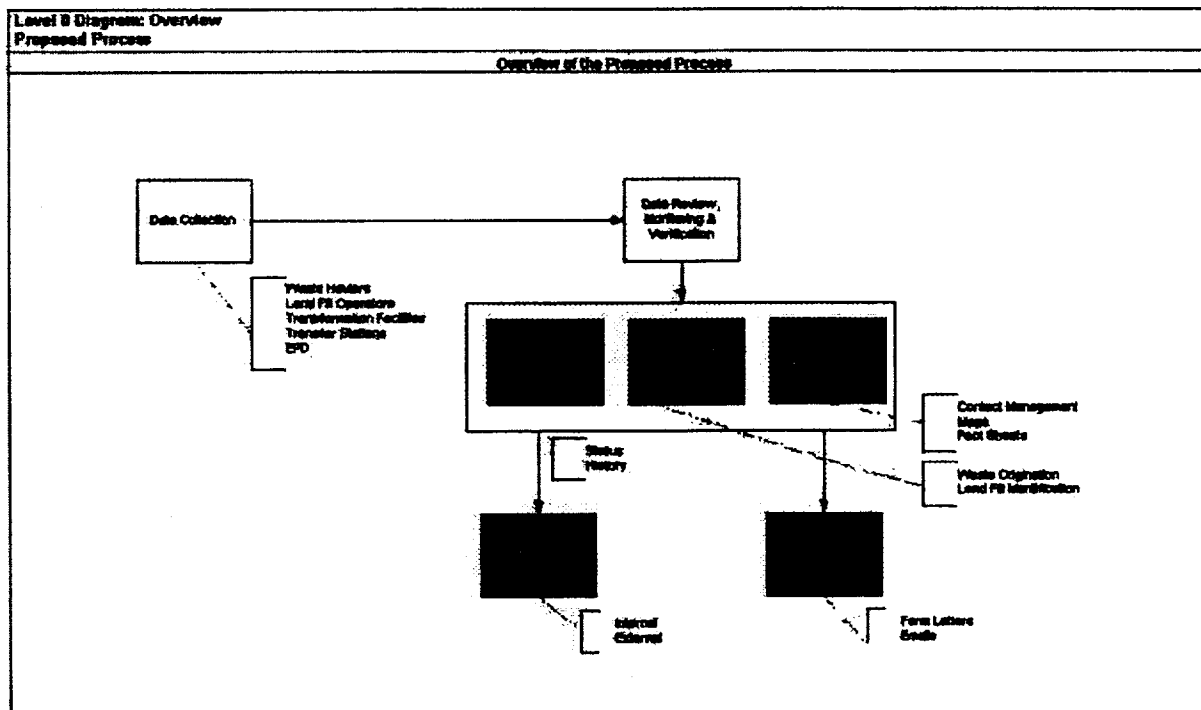
- Enhance the effectiveness and visibility of the EPD programs and monitoring responsibilities to the extent that it aids in achieving the desired functionality.
- Increase productivity of EPD personnel by reducing the current amount of manual effort in generating required data, be it for reports for internal management or for tracking purposes.
- Provide easy access to reports for quick trend analysis of different criteria and monitor effectiveness of programs implemented.
- Considerably reduce the amount of manual effort involved in collecting reporting data from Facilities and haulers that is currently sent via faxed forms, hard copy submissions and manual data entry in excel spreadsheets by EPD staff.
- Reduce the amount of human error in data collection since system will have built-in business logic for validating basic business rules and totaling validations.

The success of the system will depend on comprehensive training on the entire SWIMS application functionality and methodology that will encourage internal and external users in using the system.



1.5.1 Overview of Proposed Process Model

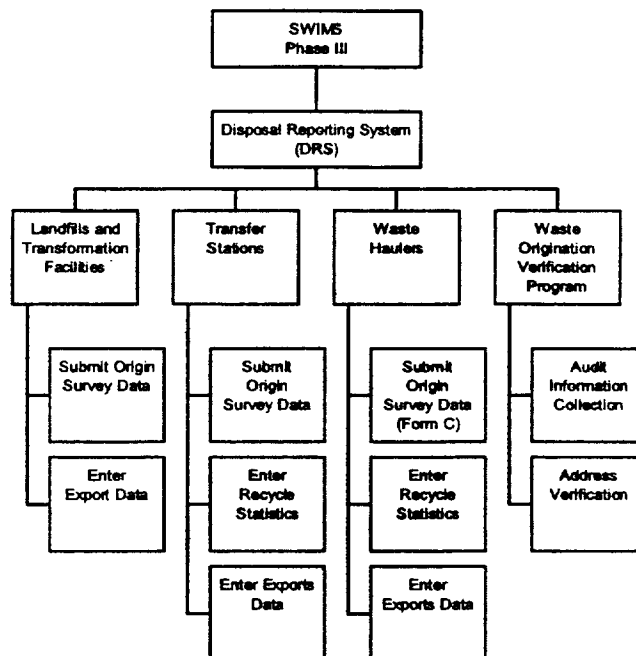
In order to best meet the objective of implementing an Integrated Solid Waste Management system to support and assist in the functionality and features required to meet EPD's business processes, the following diagram depicts at a high level the overview of the proposed process to meet the application's identified objectives and goals.





1.5.2 Proposed Schematic of the SWIMS system

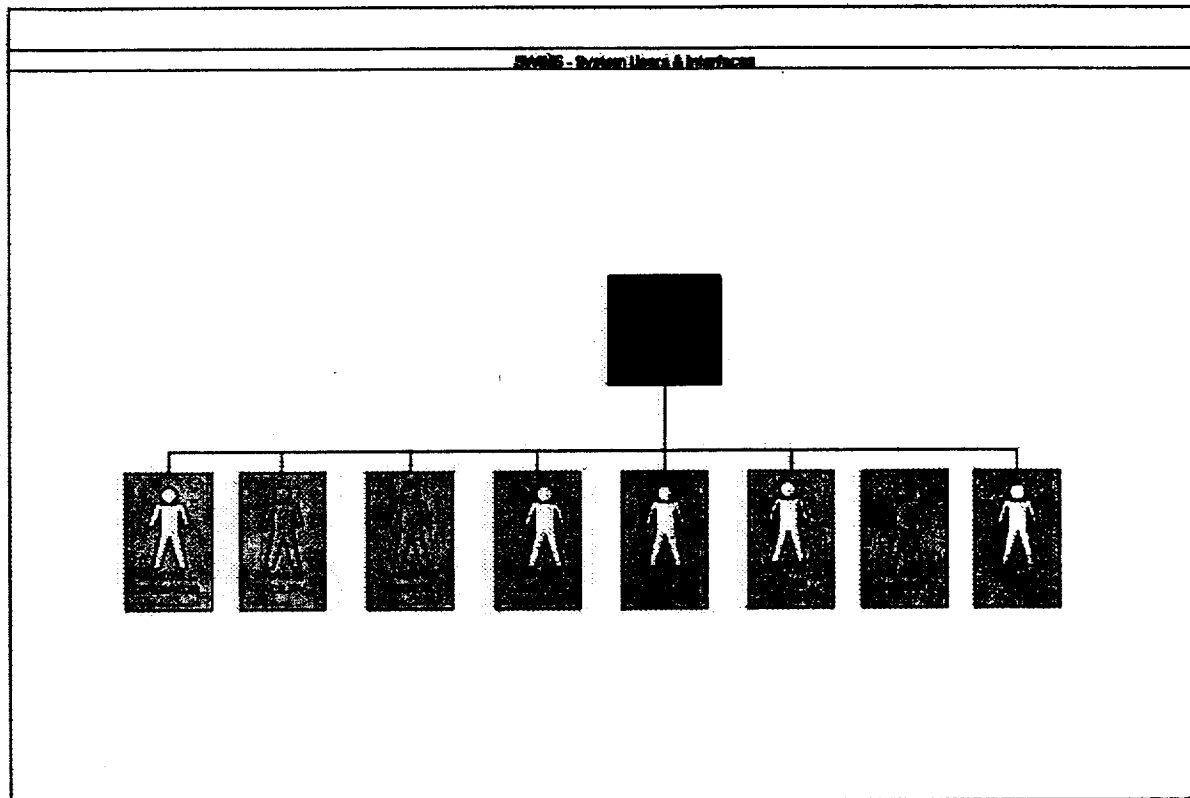
Schematic Diagram
Solid Waste Information Management System
Phase III
(SWIMS III)





1.5.3 Proposed Users of the SWIMS System

There are several different user groups who will require to interact with the SWIMS system. The following diagram shows the proposed users and interfaces of the SWIMS system.





2 Current EPD Business Processes

The following sections describe the current business processes of the EPD functions that were identified on the SWIMS schematic provided at the start of the Requirements Analysis Study.

2.1 Disposal Reporting

EPD has been assigned the responsibility for tracking the AB939 mandated reports from its cities and the unincorporated County area. EPD staff prepares reports for the use of management and to comply with mandates. In aggregate, there are a significant number of reports related to all the programs. As part of the Summary Plan Annual Report to the CIWMB, EPD must provide a status report on all the activities of all Los Angeles County jurisdictions as to their compliance with AB939 requirements. Currently, Disposal Reporting has 33 custom reports (list can be found on the Solid Waste DRS site) which it provides to jurisdictions, CIWMB and public. The County also prepares a Countywide Siting Element (CSE) that lists all the current and potential disposal sites and transformation facilities which could potentially provide for the Countywide disposal facility. The CIWMB prepares guidelines for the preparation of the various mandated reports. All of the disposal reporting functionalities provide the following objectives:

- Provide reporting to the state and jurisdictions according to the mandated AB939 disposed waste reductions
- Monitor county facilities' performance
- Project, monitor and report remaining facility capacities
- Monitor the receipt and finalizations of the other 88 jurisdictions AB939 elements
- Consolidating information from all jurisdictions for management reporting purposes and the County wide integrated waste management plan.

Haulers and Transfer stations will be required to do the same reporting for waste transported out of the county for disposal or transformation. EPD will be responsible for reporting the collected information to the jurisdictions of origin, the jurisdictions will then report them to the State and use them to determine if they are meeting the AB939 mandated diversion goals. Information provided by the facilities is used by EPD to produce a key report that reflects the remaining permitted disposal capacity within the county.



3 Business Requirements Definition

Through JAD sessions and individual meetings with EPD participants, business requirements for the proposed SWIMS Phase III Application were developed, validated and documented using several tools and techniques:

- **Business Requirements/Functional Requirements Matrix:** This is a matrix that outlines the major business requirements and the supporting functional requirements for the proposed SWIMS system.

A business requirement indicates at a high level the specific requirement of the SWIMS application based on core EPD business processes. This requirement is considered necessary in order to meet the business needs of the users who use the application to achieve the desired functionality proposed for the SWIMS application. Business Requirements identify, in terms of structured descriptions, the proposed system's business processes and the business rules that control or guide them. They look beyond the current technology or procedures to find the true nature of the business activity.

A Functional Requirement indicates a more granular requirement of the defined business requirement. Functional requirements document how users will interact with the application and how the system will respond. The specification is derived from an understanding of EPD business needs and the user's work environment.

- **Business Process Models:** All the proposed business requirements have been diagrammed as proposed processes and are depicted in Section 3.4: SWIMS 'To Be' Business Process Models.
- **Input/ Process/ Output Analysis:** The Input/Process/Output analysis tool is responsible for validating the SWIMS 'To-Be' process model. The input is determined based on the defined business requirements. The process is determined based on the functional requirements for SWIMS Phase III. The output generated consists of to-be functional requirements needed to accomplish the desired business requirement, thereby, validating the business requirement and generating the processes that determine the 'To-Be' process model.
- **Storyboards:** Storyboards depict a conceptual model of the application with initial screen renditions depicting functionality of the system and navigational flow. This does not indicate screen designs but is meant to provide the Information Architecture of the proposed system.

In addition to the JAD sessions and interviews, to facilitate our process of identifying the business and functional requirements of the system, we were provided with several relevant documents from EPD (Refer Section 9: Appendix F - List of Relevant Documents). Also, please



refer to Section 0: Appendix E for a list of EPD participants involved in the SWIMS Requirements Gathering sessions.

Given the four techniques described above to capture the proposed system's Business Requirements, the following section presents a Traceability Matrix that ties/correlates the different tools used in the Requirements Definition. The sections following the Traceability Matrix will directly relate to the Business Requirements, the Process Models, the Input/Process/Output Modeling, and the Storyboards.

3.1 Traceability Matrix

The Traceability Matrix provides the ability to link the business requirements with Input/ Process/ Output Models and Future Process Flows to help ensure that the business needs are met by the solution ultimately developed.

The following table lists the Module, the Sub-Modules, the Business Requirement numbers for by sub-module, the Input/ Process /Output models, and the Process Flow Diagram numbers that the requirements pertain to.

BR #: Refers to the Business Requirement number. This lists all the Business Requirements that belong to a particular module and the associated Process Models, the Input/Process/Output number and the Storyboards that depict the given functionality.

BP #: Refers to the Business Process Model Number that the BR is associated with in the proposed business process model diagrams in Section 3.4. One Process Model may cover one or more business requirements.

IPO #: Refers to the association with the Input-Process-Output Modeling as covered in Section 7:Detailed Input/Process/Output Model. Each Business Requirement has also been validated in the form of how different input, intermediate, and output variables form the relationship in the system and the processes it may be required to go through to produce the desired output to the users of the system. IPO-BXX0ZZ refers to the IPO analysis for Business Process XX as a level 0 process with a ZZ subsequent business process order. IPO-RXX1YYZZ refers to the IPO analysis for business process XX as a level 1 process with a YY subsequent requirements process with ZZ as the order of the input.

Story Board #: Every storyboard that has been created relates to one or more Business Requirements. This shows the relationship between the Requirements and the Storyboard so that the reader can associate a proposed storyboard to the requirements that it would address.



Trace #	Module	BR #	BP #	IPO #	Story Board #
A.	General				
	Login/User Authentication	BR1, BR2, BR3, BR4	N/A	IPO-B101, IPO-B201, IPO-B202, IPO-B301, IPO-B401	1.1, 1.2, 1.3, 1.4, 1.9
	General Requirements	BR 21, BR 22, BR23, BR24, BR25, BR26, BR27, BR28, BR29, BR30	N/A	IPO-B6801, IPO-B6901, IPO-B7001, IPO-B7101, IPO-B7201, IPO-B7301	N/A
	Content Management (Administration)	BR32, BR33, BR34, BR 77, BR 78, BR 79, BR 80		IPO-B7401, IPO-B7501 IPO-B7601, IPO-B7602, IPO-B7701, IPO-B7801 IPO-B7901	8.12
B.	Disposal Reporting				
	Landfills and Transformation Facilities	BR5, BR 6	1.0	IPO-B501	1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3.12
	Transfer Stations	BR7, BR8, BR9 BR10, BR11	2.0	IPO-B601, IPO-B701, IPO-B801, IPO-B901 IPO-B1001, IPO-B1102, IPO-B1101	
	Waste Haulers	BR12, BR13, BR14, BR15, BR16	3.0	IPO-B1201, IPO-B1301, IPO-B1401 IPO-B1402, IPO-B1101, IPO-B1501 IPO-B1502, IPO-B1601 IPO-B1701	
C.	Waste Origination Verification	BR17	N/A		
	Facility Information Management				
	Facility/Hauler Information Management	BR18, BR 19, BR20	4.0	IPO-B1801 IPO-B2001,	



Note: Process flows were diagrammatically represented for a high-level overview of the proposed functionality of the system. Therefore, for items indicated as N/A, the process flows will be mapped out in detail during the Detailed Analysis Phase of the implementation of the project.



3.2 Baseline Business Modules for Business Requirements

Business Modules represent general 'groupings' of business requirements and/or functionality by logical criteria. For the SWIMS application, the following modules have been identified.

Please note that though the modules have been grouped for the purposes of this document, this is to facilitate categorization, but does not imply that the modules can function in silos as stand-alone categories. There is a dependency involved in several of the modules, an example of which is the Reporting and General modules.

Reports Module is the critical cornerstone requirement of every functional module and this will be a shared functionality. Login, User Authentication and Security Privileges will be the essential foundation of the application and will be required for any module. General Features of the site are also common to all modules.

Module #	Module /Sub-Module	Description
	General	
	Login/User Authentication	Controls the security level functions that allow a user to login and be authorized to use the application.
	General Requirements	Home Page, Site Map, Contact Us, FAQ, What's New, DPW Home.
	Distribution/Reporting	
	Landfills and Transformation Facilities	<i>This is not in the scope of the current Requirements Analysis Study as this has already been developed as part of the SWIMS Phase II system implementation that is currently in production. However, as part of SWIMS Phase III, additional functionality will be implemented to extend certain features to be available for Landfills and Transformation Facilities.</i>
	Transfer Stations	Transfer Stations are responsible for providing a means of waste diversion. As part of EPD's process to monitor solid waste management, they are required to adhere to certain reporting requirements. SWIMS has taken this into consideration to provide the ability for these operators to submit origin survey data, recycle stats, exports data etc. EPD uses this data to generate internal reports.
	Waste Haulers	Waste Haulers are responsible for providing collection services to the residents in the jurisdictions, and other unincorporated areas. This module allows waste haulers to enter collection data for exports data and recycle stats. EPD users generate internal reports.



Module #	Module /Sub-Module	Description
	Waste Origination Verification	This module provides the ability to allow users to verify the origin of waste collection through GIS capability.
3	Reporting	
	Custom Reports and Ad-hoc Report Generation	<p>Internal and External users can avail of the Reporting capability built to support the SWIMS site in providing the data a user needs based on custom (defined) reports or ad-hoc reports. Users will also have the option to generate the report as a PDF file or download to an excel file. The reports will also support certain visual graphs such as pie charts and bar charts as applicable per requirements.</p> <p>Please note that though this module has been listed as a separate functional module for the purpose of grouping important functionality, the reporting requirements have been covered under each functional module wherever reporting needs have been identified. The Reporting module is shown separately here to show that it is the foundation layer and a critical element of all the modules.</p>

3.3 Summary of Business Requirements Matrix

The following is a summary of the Business and Functional Requirements Matrix based on the above Baseline Business Modules. Please refer to Section 5 Appendix A for the Detailed Business & Functional Requirements Matrix.

3.4 SWIMS 'To Be' Proposed Process Flow Diagrams

The process flow diagrams represent an overview of the proposed processes based on the Business Requirements gathered during the Analysis study to indicate the flow of a business process through the system.

The following is a list of all the Proposed Process Flow Diagrams. Please refer Section 8 Appendix D for the corresponding diagrams.

- Disposal Reporting:
 - Landfills and Transformation Facilities (already currently part of SWIMS Phase II)
 - Transfer Stations
 - Waste Haulers



3.5 Input/Process/Output Modeling

The input-process-output model validates the 'To-Be' business process based on the processes derived from this analysis. The inputs to the analysis are derived from the defined business requirements and represent the actions performed by the users of the system. The process is what causes the change and identifies the functional processes necessary to achieve the outcome as requested by the business requirement. The output represents functional requirements that must be fulfilled in order to achieve the defined business requirement.

The analysis also breaks down business requirements into an Input-process-output model showing the establishment of the business requirement. For the input-process-output analysis of the business requirements, the input represents the activities triggering the action, the process represents the activity, which causes the change, and the output represents the business requirement that is derived from the analysis.

Please refer to Section 7: Appendix C for the Detailed Input/Process/Output Model.

3.6 Storyboards

Storyboards were detailed during the Analysis study based on the Business Requirements that were captured as a result of the workshop sessions between EPD and MSI. Please refer Section 8: Appendix D: Proposed Storyboards.

These Storyboards do not represent the final page layout and schematics/wire frames of the application but were designed to facilitate a conceptual understanding of the SWIMS Application for the proposed modules. The Storyboards included here represent only a portion of the complete system functionality (limited functions shown in the storyboards) and do not in any way or form represent the final website creative design or layout. It is very important to note that there will be changes to these storyboards during a Detailed Analysis phase of the project, where the Creative group at EPD will perform detail analysis and design to develop the page schematics and the Information Architecture of the site during Interface Design sessions.

The following is the list of proposed storyboards developed:

Home Page & Log In

1. Home page – Public View
2. Jurisdiction User Log In
3. Waste Board User Log In
4. EPD DRS User Log In
5. EPD Solid Waste Management User Log In
6. SWIMS Site Admin Log In

Facility/Hauler Information Management

7. List of Facilities/Haulers
8. Add/Edit Facilities / Hauler Information
9. Calendar Administration



Data Submission

10. Waste Haulers – Data Submission
11. Transfer Stations – Data Submission
12. Landfills / Transformation Facilities – Data Submission
13. Disposal Reporting: EPD Data Entry
14. Disposal Reporting: Exports Data Entry Page 1
15. Disposal Reporting: Exports Data Entry Page 2
16. Disposal Reporting: Monitor Data Entry Compliance
17. Disposal Reporting: Maintain Community List
18. Add/Edit Community
19. Disposal Reporting: Maintain Export County List
20. Add/Edit County

Reports

21. DRS Reports
22. Solid Waste Management Reports
23. CUP/FOC Reports
24. Facility Database Reports
25. Ad Hoc Report Sample



4 Recommendations

The SWIMS Phase III Systems Requirement Analysis has established new business processes based on the need to expand SWIMS Phase II with additional functionality. The SWIMS Phase III Requirements Study & Definition concludes with future improvements to SWIMS Phase III Information Management System. Further expansion of SWIMS Phase III includes ensuring that all manual driven processes are minimized, information gathering is centralized, and further consolidated, and increase the capability for further generation of GIS information.

- Although SWIMS Phase III will eliminate many manual processes, the system can be further improved upon by streamlining certain forms to allow consolidated input and common functionality under a single Disposal Reporting/Collection Module. For example, the Recycle Stats data can be combined with the Form C submitted by Waste Haulers as the information provided in certain cases is a repeat of the previously submitted information.
- Additional suggestions include removing the data upload method through Excel spreadsheet and offering instead only the option to enter the information into the SWIMS web site once widespread acceptance of the system is achieved overtime.
- Provide the community calendar feature for modules that require to keep track of all reporting milestone dates and deadlines including when reports are due, by whom they are due, and when they were sent, penalty due, revenue deadlines etc so that users can be flagged on the occurrence of the event or in advance. Users can also view the calendar for their module and have an administrative interface to manage and maintain the data.
- During the JAD sessions, many users indicated the criticality of data sensitivity issues. This can be achieved and data sensitivity may be ensured by adding Secure Socket Layer 3.0 offering data encryption for any transaction from the SWIMS web site to the SWIMS database. This can be limited to few important pages that have been identified where the data cannot be compromised.
- Add search capability for the proposed system to include advanced searching option with search categories for facility, transfer station, and haulers contact information. Different fields can be searched for if necessary, such as Name of the facility, Address, Telephone Number, City etc.
- During the Design and Implementation phase, perform an analysis and identify the systems for which an audit trail including tracking and archiving audit records for historical purposes is justified.
- The current SWIMS application (phase II) implementation is based on the ASP/VB architecture. To minimize the complexity and effort of extending the current module to



integrate with the new modules, it is fitting to implement the new modules with the same architecture.

- Develop the system applying .NET programming language as the interface language to the Oracle database. By developing the application with .NET, the SWIMS application will have easy connectivity to data from the Internet. The 'Server Explorer' .NET utility allows the capability to browse database objects. Additionally .NET supports various networking protocols including SMTP, SOAP, and TCP/IP.
- Obtain access of GIS data from the GIS server and to access existing ISD/GIS configuration instead of creating a separate EPD GIS environment. However, critical GIS data being updated by EPD could be maintained within SWIMS.



5 Appendix A: Business & Functional Requirements

5.1 Business and Functional Requirements Matrix

The following matrix contains the detailed business and functional requirements for each of the modules specified above in Section 1.2: Baseline Business Modules. In the matrix below, the business requirements encompass the functionality of all the proposed modules listed above that comprise the SWIMS application.

The following is a description of each of the columns in the matrix below:

Module Name: Refers to a logical business /functional component of the SWIMS system. In order to achieve the functionality of a given module, one or more Business Requirements are listed in the Matrix.

Business/Functional Requirements Description: Contains the Business Requirement (BR) Number and states the Business Requirement of that Module. Each BR will have one or more Functional Requirements (FR) to achieve its corresponding BR at the higher level.

- BR: Business Requirement
- FR: Functional Requirement
- Landfill Operators
- Transformation Facilities
- Transfer Station Operators
- Waste Haulers
- Public
- CIWMB
- Jurisdictions
- EPD (Department of Public Works)

This BRM has taken into consideration the requirements for the following users of the proposed system as diagrammed in Section 1.5.3



However, please note that the requirements for Landfill Operators have not been covered in this Business Requirements Matrix as this has already been implemented as part of the SWIMS Phase II project (Disposal Reporting System). Instead, this module will become the basis for SWIMS Phase III and the requirements of the other modules will be enhancements of the current system. All modules will reside on one single web application.

Note: The module Reporting is listed as a separate module for the purposes of depicting the Proposed Schematic Diagram. However, the Reporting requirements in this Business Requirements Matrix have been identified for each functional module. Users would require to generate reports in pdf and excel.

Login - Account Creation	BR 1 Provide all users within currently identified user groups an account to log in.
	FR.1.1 All accounts for facilities, transfer stations, transformation facilities, Waste Haulers, Jurisdictions, and EPD users will be created by an EPD Administrative user.
	FR.1.2 The EPD Administrative user will be responsible for entering all the account information (such as name, contact etc) that is necessary to create the account for the user.
	EPD will create accounts for Waste Haulers initially and then the waste hauler will be responsible for maintaining the account information in the future and EPD will not be required to maintain the information. Each user will have one account. Within each user group, there will be multiple users. For example, the Jurisdictions user group will have 'n' number of users.
	The current forms for creating accounts will be utilized for this User Account creation purpose but will be extended in design to support the creation of accounts of all kinds of users. The details of the fields on this page can be specified during the Design Phase of the implementation.
Login - User Authentication	BR 2 Provide the ability for public users and authorized users to access the SWIMS website through the Internet.



FR.2.1	Users are allowed to access the SWIMS application through their browsers by entering the designated URL address.
FR.2.2	Public users will not be required to login to the site and will be able to view the content that is predetermined as available to them.
FR.2.3	Authorized users of the system will be required to go through a login process and will be authenticated by the system. The existing authentication rules of the system will apply to the future authorized users of the system.
FR.2.4	The users who login to site will see the functionality that they have access privileges too.
FR.2.5	The user creation process (i.e. creating an account) is not user initiated and is performed by the administrative user(s) at EPD.
FR.2.6	A user created by the EPD administrative user will be allowed to access the SWIMS Application provided the user has the appropriate access privileges.
FR.2.7	If a person attempting to login is not a valid user of the system, he will be rejected and will see a message indicating that he does not have access to the system. If he wishes to get access, he has to request Public Works offline for an account to be created and EPD will determine if it warrants an account. (Note: The public will not be provided with any user accounts and will not be allowed to log in).
FR.2.8	Existing functionality on the SWIMS for Forgot Password will continue to apply. Users will adhere to the validation rules and business rules that exist on the current system.
FR.2.9	The application has Logout functionality and logging out will end the user's session.
FR.2.10	Authentication mechanisms such as session timeout and periods of inactivity before a user is allowed to re-login into the system will continue as is applicable on the current SWIMS application. The session timeout is set to 1 hr.
The security model used on the current DRS system will be used as a basis for implementing SWIMS Phase III. (Currently, the session timeout is set to 1 hr).	
Login - Home	BR 3 Provide a Home page for the SWIMS website.



Page	
	<p>FR.3.1 The Home Page contains different functional components that provide an entry point to the different features of the system that the user wishes to use. Examples of such content on the Home Page includes access to submitting origin survey data, accessing reports, and performing any other functionality that their module requires them to perform. In addition, they can also view the general functionality of the site such as Help, FAQ, Contact US, Site Map etc.</p>
	<p>FR.3.2 All users will be directly taken to the Home Page after accessing the system through the URL. Users who are required to log in will be taken to a slightly different Home page from the Public one.</p>
	<p>FR.3.3 For authorized users, once successfully logged in and authenticated by the system, the system will navigate the user to a different Home Page that will contain the functional components (navigation menu items) depending on the user's access privileges.</p>
<p>Access Privileges/Data Security</p>	<p>BR 4 Ability to control user's access to the application based on different user roles.</p>
	<p>FR.4.1 System should allow creation of users with different roles (user groups). For example, one or more users maybe responsible for maintaining facility information; system should be able to create a user role for this task and assign the users to this role.</p>
	<p>FR.4.2 System should be able to restrict the access to the Application's pages based on the user role. For example, only the users that are responsible for maintaining the facilities should have access to the pages associated with the facility maintenance a. In other words, data security is provided by module/function.</p>
	<p>FR.4.3 System should be able to restrict the access to the system data based on the user role. For example, only the users associated with a jurisdiction should have access to the corresponding jurisdiction information – only the haulers associated with jurisdiction A should be allowed to submit survey data for jurisdiction A.</p>
	<p>FR.4.4 System should be able to restrict the access to the system data based on the different access level – read, add, update, delete. For example, a user in a user role with a Read access to facility information should</p>



only be able to view the data and not be able to add, modify or delete it.	
Disposal Reporting – Landfills and Transformation Facilities	BR 5 Allow facilities to enter monthly monitoring and reporting information as per FOC conditions.
	FR.5.1 Provide an online form for the facility users to enter monthly collection data by category and material type such as Paper, Plastics, Glass etc.
	FR.5.2 The online form will be designed based on the current form that the County provides to the Landfill Operators and the Transformation Facilities.. The information should be based on quantity of waste received, quantity of separated material (recycled and composted) and the quantity shipped offsite to solid waste disposal facilities.
Disposal Reporting – Landfills and Transformation Facilities	BR 6 Extend functionality of the current Exports Data functionality to support entry of all exports data.
	FR.6.1 Provide EPD user the ability to enter exports data for the jurisdictions and unincorporated county by entering data as received from the receiving county.
	FR.6.2 Allow EPD user the administrative capability to enter new counties for 'receiving counties' in addition to the existing 6 counties.
	FR.6.3 Allow EPD user the administrative capability to enter new unincorporated areas in addition to the existing communities if required.
	EPD user will be allowed to enter the exports data every quarter for all unincorporated areas/communities
	There are no deadlines for entering exports data since public works users are entering this data.
	The counties to be exported to are as follows:



	<ul style="list-style-type: none"> - San Bernardino County - Ventura County - Orange County - Riverside County - Kern County - Kings County <p>In the future, there can be new counties added. Provide an administrative interface to add a new county to the existing list.</p>
	<p>For each county exported to, the list of all the current unincorporated area communities must be listed.</p> <p>EPD User must be able to select the destination county being exported to. Not all areas/communities may be listed in the list box and there must be administrative access to create a new community. EPD user can enter the tonnage data for the communities that have been selected. Provide a field for entering the Thomas Guide Page # and Grid Number. Have a field called 'Other' too in this list.</p> <p>There is no separate category of exports data for Landfills, Transfer Stations and Waste Haulers. There is only a single interface for the exports data functionality which will have exports data for all users that the receiving county receives the waste from, be it Waste Haulers or Landfills or Transfer Stations. The receiving county does not differentiate the source of the exports.</p>
Disposal Reporting - Transfer Stations	BR 7 Allow transfer station users to submit origin survey data online into the SWIMS application.
	<p>FR.7.1 Provide an online form for the transfer station users to enter monthly collection data for their jurisdictions. The frequency of collection is monthly but it must be reported to EPD every quarter for every month in that quarter. Submission of collection data is mandated by law and EPD administers the program to ensure that the Transfer Station users meet their obligations on reporting requirements.</p>
	<p>FR.7.2 The online form will be designed based on the current form that the County provides to the transfer station</p>



	operators. The information should be based on quantity of waste received, quantity of separated material (recycled and composted) and the quantity shipped offsite to solid waste disposal facilities.
FR.7.3	Users only have a certain period within which they can submit data for a given quarter. Please see business rules below for deadlines of reporting requirements. As long as data submitted for the current quarter is within the deadline for that quarter, data will be accepted by the system and revisions will be accepted to previously submitted data.
FR.7.4	System will not accept any data from users after the deadlines of the reporting period. All data will be viewable by the users, but it will not be editable by the user. Only the EPD user can make changes to the data after the reporting deadline.
FR.7.5	System must allow EPD user to revise origin survey data forms if necessary (if the deadline period has passed and the user cannot submit data himself).
FR.7.6	System will perform the necessary validation on the forms submitted to ensure all totals match in the necessary columns.
FR.7.7	Origin survey data should be confirmed before final submittal. A display only version of the form will be available with a Back button for immediate corrections and a warning must be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
FR.7.8	Allow Public Works users with authorized access will be allowed to also enter origin survey data on behalf of the transfer stations if necessary. This is to support users who do not have access to the SWIMS application and therefore continue to submit forms as they currently do in hardcopy form. EPD staff will then use these hard copy forms submitted as the basis for entering the data on behalf of a transfer station. No warning message will be necessary for EPD user. However, they will go through the confirmation process.
FR.7.9	Users must be able to view and print the data at any time.
FR.7.10	Revisions to the origin survey data will be allowed during the data entry period without having to contact EPD. After the data entry period, they have to contact EPD and if EPD deems it necessary they will allow the user to enter data for a month already submitted by going through the functionality called 'Survey Period' on the Admin page. The other option is to enter the corrections data on Form A manually and send



	it to the department who will then manually enter the corrections to the data.
FR.7.11	Form A will be available online to the users who want to submit correction data to origin survey information. Users will submit this on an 'as needed' basis. The system will be required to hold and save this data and will not require to make any changes based on the information submitted on Form A. EPD users will make the decision to change the necessary origin survey information based on the Form A aggregated input sent by the users at the end of the year.
	Form A is not currently being supported by the DRS system. It is an offline manual process. It is assumed for Phase III of the SWIMS project, that Form A will be supported online.
	There is no notification process required when user <i>submits</i> data online. However, for users who <i>do not submit</i> their origin data, an email is system generated and sent to the user and cc is sent to the EPD user.
	Transfer Station data is entered only for unincorporated areas. EPD is not mandated to collect origin survey data for jurisdictions.
	Currently, the CIWMB does not require any Transfer Station data. In the future, there is a possibility that a certain mandate will require the CIWMB to obtain Transfer stations data. The system will have the flexibility to have the Waste Board user to access any such report.
	Data entry by operators will be governed by the following deadlines: Quarter 1 – Start data entry on Jan 1 st to March 31 st . Data entry period allowed from Jan 31 st - May 30 th . Quarter 2 – Start data entry on April 1 st to June 30 th . Data entry period allowed from April 30 – Aug 30 th . Quarter 3 – Start data entry on July 1 st to Sept 30 th . Data entry period allowed from July 31 st – Nov 30 th . Quarter 4 – Start data entry on Oct 1 st to Dec 31 st . Data entry period allowed from Oct 31 st – Feb 28 th of following year.
	Transfer Stations includes all transfer or processing stations, material recovery facilities and composting facilities.



Please refer Form 7 for details on Disposal Quantity Reporting by Solid Waste Station Operators.	
Disposal Reporting - Transfer Stations	BR 8 Allow transfer stations to enter monthly monitoring and reporting information as per FOC conditions.
	FR.8.1 Provide an online form 'Monthly Monitoring and Reporting Form' for the transfer station users to enter monthly collection data as per FOC conditions. This collects data (such as Paper, Plastics, Glass etc) by category and material type. This is done for Residential, Commercial, Industrial, Other. This is also required bi-annually.
	FR.8.2 The online form will be designed based on the current form that the County provides to the transfer station operators and Material Recovery Facility. The Forms are called Monthly Solid Waste Monitoring and Reporting Form. The information should be based on quantity of waste received, quantity of separated material (recycled and composted) and the quantity shipped offsite to solid waste disposal facilities.
	FR.8.3 Quantities must be used to confirm accuracy of the claimed tons disposed and fees owed to the County. Compare quantities with State Board of Equalization, monthly waste quantity Waste Origination Verification Program, and the tonnage as per the Solid Waste Management Module.
Disposal Reporting - Transfer Stations	BR 9 Allow transfer station users to enter recycling stats by jurisdiction.
	FR.9.1 Allow user to enter recyclable stats by month for different categories for each service area. The recycle stats form should have the Name of the Hauler, the Contact, the Contact Phone Number, the Number of Customers services and all the recyclables broken down by categories such as Mixed Paper, Plastics, Metal, glass, Cardboard, etc
	FR.9.2 This is due 2 weeks after the end of the quarter but the user is required to report monthly data for the reporting quarter.



	FR.9.3	Track users who did not submit recycle stats and send alert notification to the EPD user who administers this program. Generate a report to show all outstanding users who did not submit recycle data. (Click Here type of link).
	FR.9.4	Generate Form Letters to inform users who did not submit data. Mailing of form letters is an offline process.
	FR.9.5	Provide ability for EPD user to enter resolution or response of submitter who did not respond to the collection of recycle data.
	FR.9.6	Reports required for measuring recycle stats effectiveness are: <ul style="list-style-type: none"> - Totals for areas - Breakups by areas - Breakdown by Haulers in areas - Total collected by Haulers - Break down by Recycle categories
		Refer to Los Angeles Unincorporated Areas 2003 Recycling Statistics
		Refer to for Monthly Monitoring and Reporting Forms for Material Recovery Stations
		Refer to Bi-Annual Solid Waste Monitoring and Reporting Form (twice a year).
Transfer Stations	BR 10	Enable EPD users to generate quarterly reports and custom/ad hoc reports related to transfer stations.
	FR.10.1	Allow user to generate reports with the data collected on the Transfer Stations reports submitted by the users (Form 7 and Recycle Stats form).
	FR.10.2	Allow user to enter footnotes/captions to be printed on the report.
Transfer Stations	BR 11	Provide public access to browse and review general information related to transfer stations.
	FR.11.1.1	Allow users to view the basic information on a transfer station such as the following:



	<ul style="list-style-type: none"> - Name of the Transfer Station - Address of the Transfer Station - Hours of Operation - All other contact information.
Disposal Reporting - Waste Haulers	BR 12 Allow waste haulers to submit origin survey data online into the SWIMS application.
	<p>FR.12.1 Provide an online form for the waste hauler users to enter monthly collection data for their jurisdictions. The frequency of collection is monthly but it must be reported to EPD every quarter for every month in that quarter. Submission of collection data is mandated by law and EPD administers the program to ensure that the <u>Waste Hauler users meet their obligations on reporting requirements.</u></p>
	<p>FR.12.2 The online form will be designed based on the current form that the County provides to the waste haulers. The information should be based on quantity of waste received, quantity of separated material (recycled and composted) and the quantity shipped offsite to solid waste disposal facilities.</p>
	<p>FR.12.3 Users only have a certain period within which they can submit data for a given quarter. Please see business rules below for deadlines of reporting requirements. As long as data submitted for the current quarter is within the deadline for that quarter, data will be accepted by the system and revisions will be accepted to previously submitted data.</p>
	<p>FR.12.4 System will not accept any data from users after the deadlines of the reporting period. All data will be viewable by the users, but it will not be editable by the user. Only the EPD user can make changes to the data after the reporting deadline.</p>
	<p>FR.12.5 System must allow EPD user to revise origin survey data forms if necessary (if the deadline period has passed and the user cannot submit data himself).</p>
	<p>FR.12.6 System will perform the necessary validation on the forms submitted to ensure all totals match in the necessary columns.</p>
	<p>FR.12.7 Origin survey data should be confirmed before final submittal. A display only version of the form will be</p>



	available with a Back button for immediate corrections and a warning must be displayed notifying users that they will need to contact EPD if they need to revise their data after the end of the data entry period.
FR.12.8	Allow authorized Public Works users to also enter origin survey data on behalf of the Waste Haulers if necessary. This is to support users who do not have access to the SWIMS application and therefore continue to submit forms as they currently do in hardcopy form. EPD staff will then use these hard copy forms submitted as the basis for entering the data on behalf of a Waste Hauler. No warning message will be necessary for EPD user. However, they will go through the confirmation process.
FR.12.9	Users must be able to view and print the data at any time.
FR.12.10	Revisions to the origin survey data will be allowed during the data entry period without having to contact EPD. After the data entry period, they have to contact EPD and if EPD deems it necessary they will allow the user to enter data for a month already submitted by going through the functionality called 'Survey Period' on the Admin page. The other option is to enter the corrections data on Form A manually and send it to the department who will then manually enter the corrections to the data.
FR.12.11	Generate form letters to the waste haulers information them about non-compliance of submission of origin survey data for unincorporated areas (Form C) or incorrect disposal and recycling quantity information necessary to comply with AB939, as amended.
	Form A is not currently being supported by the DRS system. It is an offline manual process. It is assumed that for this phase, it is not required to support Form A online.
	There is no notification process required when user <i>submits</i> data online. However, for users who <i>do not submit</i> their origin data, an email is system generated and sent to the user and cc is sent to the EPD user.
	Data entry by operators will be governed by the following deadlines: Quarter 1 – Start data entry on Jan 1 st to March 31 st . Data entry period allowed from Jan 31 st - May 30 th . Quarter 2 – Start data entry on April 1 st to June 30 th . Data entry period allowed from April 30 - Aug 30 th . Quarter 3 – Start data entry on July 1 st to Sept 30 th . Data entry period allowed from July 31 st - Nov 30 th . Quarter 4 – Start data entry on Oct 1 st to Dec 31 st . Data entry period allowed from Oct 31 st - Feb 28 th of following



	year.
	Refer Form C for details on <u>Disposal Quantity Reporting by Waste Haulers.</u>)
	Refer attachment for a sample letter sent out to a Waste Hauler for non-compliance of origin data reporting.
Disposal Reporting - Waste Haulers	BR 13 Allow waste haulers to enter recycling stats by county unincorporated areas.
	FR.13.1 Allow user to enter recyclable stats by month for different categories for each service area. The recycle stats form should have the Name of the Hauler, the Contact, the Contact Phone Number, the Number of Customers services and all the recyclables broken down by categories such as Mixed Paper, Plastics, Metal, Glass, Cardboard, etc
	FR.13.2 This is due 2 weeks after the end of the quarter but the user is required to report monthly data for the reporting quarter.
	FR.13.3 Track users who did not submit recycle stats and send alert notification to the EPD user who administers this program. Generate a report to show all outstanding users who did not submit recycle data. (Click Here type of link).
	FR.13.4 Generate Form Letters to inform users who did not submit data. Mailing of form letters is an offline process.
	FR.13.5 Provide ability for EPD user to enter resolution or response of submitter who did not respond to the collection of recycle data.
	FR.13.6 Reports required for measuring recycle stats effectiveness are: <ul style="list-style-type: none"> - Totals for areas - Breakups by areas - Breakdown by Haulers in areas - Total collected by Haulers



- Break down by Recycle categories	
Disposal Reporting - Waste Haulers	BR 14 Enable EPD users to generate quarterly reports and custom/ad hoc reports related to waste haulers
	FR.14.1 Allow user to generate reports with the data collected on the Waste Hauler reports submitted by the users (Form 7 and Recycle Stats form).
	FR.14.2 Allow user to enter footnotes/captions to be printed on the report.
Disposal Reporting - Waste Haulers	BR 15 Provide public users access to browse and review general information related to waste haulers.
	FR.15.1 Allow users to view the basic information on a waste hauler such as the following: <ul style="list-style-type: none"> - Name of the Waste Hauler - Address of the Waste Hauler - Hours of Operation - All contact information
	FR.15.2 All reports available must be listed here regardless of accessibility. This informs the public user of the existence of the report.
	FR.15.3 If public user does not have access to download a specific report, he/she can request the report by contacting Public Works directly.
Disposal Reporting - Waste Haulers	BR 16 Allow waste haulers to submit exports data through Form 8
	FR.16.1 Waste Haulers will be allowed to enter exports data for their communities through the Form 8 which will be provided online.



	FR.16.2 The County that receives the exports will be considered the 'receiving county' and the receiving county will send summary information to EPD based on the all the exports it receives. EPD user will then manually enter this data into the Exports Data functionality based on the summary data received.
Waste Origination Verification Program	BR 17 Provide for the SWIMS system to support the implementation of a Waste Origination Verification Program.
	FR.17.1 Provide a form for waste haulers to submit origin survey data from unincorporated areas twice a month to the Department. This data will be verified for accuracy against the waste collection data submitted by waste haulers in other modules such as GDD Administration and Franchise Administration.
	FR.17.2 (Offline process) Department staff on a daily basis select 10 solid waste loads whose drivers identify County unincorporated areas as the sources of their waste. Phone calls are made contacting the hauling company the same day and requesting verification of where the waste load was collected. Even though this process is not system supported, this activity is essential in the flow of the waste origination verification program.
	FR.17.3 Data collected is input into the SWIMS system to analyze the audits. The following analysis is required by SWIMS given the data collected and entered: <ul style="list-style-type: none"> - Analysis of all audits - Total number of audits (the number and percentage) - Total number of audits with no response (the number and percentage) - Total number of audits responded to (the number and percentage) - Analysis of Audit Responses: <ul style="list-style-type: none"> - Total number of responses confirmed in the unincorporated area (the number and percentage) - Total number of audits in the City of Los Angeles (the number and percentage) - Total number of audits in all the incorporated areas excluding Los Angeles (the number and percentage) - Analysis of Audit Responses – Percentages based on all audits



	<ul style="list-style-type: none"> - Total number of responses confirmed in the unincorporated area (the number and percentage) - Total number of audits confirmed in the City of Los Angeles (the number and percentage) - Total number of audits confirmed in all the incorporated areas not LA City (the number and percentage) - Summary table of Misallocated waste to the unincorporated areas: - Show Summary by date, hauler, tonnage, data submitted, correct origin of waste, changes made etc
	FR.17.4 Allow SWIMS to provide for the functionality to support for an effective system to verify the accuracy of the data submitted through address verification for verifying origin of waste at Landfills by providing (GIS capability).
	FR.17.5 Allow EPD user to enter address, check against GIS data, if valid, accept the address as a valid address, if invalid, reject it and trigger a notification to the Public works user performing the verification that this waste hauler has sent wrong origin data.
	FR.17.6 Generate internal reports on haulers who submit wrong origination data based on the address verification system. This is used for internal reporting purposes also to assess penalty and to gauge how many times a particular hauler is sending wrong submission data.
	FR.17.7 Penalties will be imposed for all haulers that repeatedly submit wrong information. This will be at \$5 per ton. System will keep track of haulers who have submitted incorrect information along with the penalty assessed. User can view this information. Follow up to ensure penalty is paid is an offline process and will not be supported by SWIMS in this Phase.
	To ensure the accuracy of disposal (tonnage) reporting by the county unincorporated areas, an ordinance has been passed where the permittee has to adopt measures to specifically report accurate waste origin data.
	This is for the county unincorporated areas.
	Offline process: An outreach program will be developed by the department to educate all customers regarding the need to provide waste origin information for all loads, the requirements of the ordinance, and an explanation of the consequences for failure to comply with the ordinance.
	Input forms to enter any data collected on waste verification program will be designed during the Detailed Design phase of the Implementation.



BR 18 Maintain specific details for each facility in order to allow EPD users to obtain basic facility information including status of a given facility.	
Facility/Hauler Information Management	
	<p>FR.18.1 For each facility, provide the following:</p> <ul style="list-style-type: none">- Name of Facility- Facility Operator- Facility Location- Facility Contact- Facility Mailing Address- Facility Telephone Number- Facility Fax Number- Facility Email Address- Facility Management- Facility Management Mailing Address- Facility Management Telephone Number- Facility Management Fax Number- Facility Management Email Address- Facility Number (e.g. Landfill Number)- Facility Owner
	<p>FR.18.2 Allow user to lookup the status of a facility.</p>
	<p>FR.18.3 The following are the categories of facilities that have been currently identified.</p> <ul style="list-style-type: none">- Landfills- Transformation Facilities- Transfer Stations- Composting Facilities- Material Recovery Facilities



	<ul style="list-style-type: none"> - Alternative Daily Cover - Recycling Facilities - Intermediate Processing Centers - Waste Tire Facility - Major Waste Systems
	<p>FR.18.4 The status of a Landfill facility can be tracked as the following:</p> <ul style="list-style-type: none"> - Active - Inactive/Closed - Proposed/New - Expansion - Unpermitted/Inert/Unclassified
	<p>FR.18.5 For a recycling facility, a public user must be able to view the list of facilities, and find out which facility offers what kind of a recycling program (Paper, Glass, metal, magnetic waste etc). Provide for a category drop-down listing for user to choose the type of facility by recycle type.</p>
	<p>For the purpose of this functionality, the facilities to be covered as part of the scope are all facilities within LA County (Incorporated areas as well as unincorporated areas).</p>
	<p>Major Waste Systems indicates Closed Facilities and there are approximately more than (>) 500 such facilities</p>
	<p>There are approximately 100 Landfill facilities.</p>
	<p>A Landfill can be a Class I, Class II, or a Class III Landfill. However, for the purpose of this definition of Landfill facility for LA County, there are only Class III Landfills existing currently.</p>
Facility/Hauler Information Management	<p>BR 19 Allow EPD user to enter an address and be able to locate the nearest facility or facilities.</p>
	<p>FR.19.1 Develop an ArcIMS module connected to SWIMS that would allow a User to input any address or APN</p>



	within the County of Los Angeles to identify the location of the group of facilities located within a specified distance of that address or to locate a particular facility type nearest to the given address.
	FR.19.2 A utility should be provided to obtain driving directions to the facility from the address along with a map displaying the recommended route utilizing an industry-standard routing algorithm
General Site Features	BR 20 Provide capability for Public Works users to create email lists.
	FR.20.1 Public works users will define certain list generation criteria that can be selected while generating an email list. (An example provided is that one of the criteria could be "All jurisdictions which have entered their data for the current quarter". System must be able to generate email lists as per this criteria dynamically each time this criteria is selected.)
	FR.20.2 Public Works users must be able to create email lists by selecting specific users or the whole user group. Example of user groups for email lists could be Waste Haulers, or Landfill Operators, or Jurisdictions.
	FR.20.3 Public works user will enter the 'From' email address (or it will default to a certain address), enter the email subject and email body.
	Assumptions
	The current limitation on email attachments such as number of attachments, size of attachment, types of attachments etc will continue as designed for the current DRS system unless there is an identified need to change the current specifications for attachments.
General Site Features	BR 21 Provide capability for Public Works users to create mailing list address labels.
	FR.21.1 The current functionality present in DRS of generating mailing list address labels will be extended to support the user groups of the other modules such as Transfer Stations.
	FR.21.2 Public Works user can select a category of users to generate a list of mailing addresses, and download the



list to a PDF file and Word document containing the labels, formatted for Avery #5160.	
General Site Features	
	FR.22.1 The current functionality present in the DRS of generating a mail merge data file (downloaded as a Word format) will be extended to support the user groups of the other modules such as Transfer Stations, and Waste Haulers.
General Site Features	BR 23 Provide Help page with content specific to the SWIMS website.
	Functional Specification
	FR.23.2 The Help page will list all the Help questions and the answers. User can click on a specific question and hyperlink to a different page that contains the answer.
	Assumptions
	All Help content will be provided by EPD and will be subject to Public Works review and approval. The format of the Help content will also be provided by EPD.
	Note
General Site Features	BR 24 Provide a Site Map page
	Functional Specification



	FR.24.2 The site map page will have hyperlinks to their respective pages on the website.
	The sitemap is a static page with content that is uploaded/updated periodically to reflect any changes in the website structure/navigation flow.
	The update to be made to the site map page will have to be performed through the backend and there will be no front-end administrative interface to update the site map (e.g., such as adding new categories or subcategories of the sitemap).
	The sitemap page is currently available but will have to be updated with changes that result from enhanced features/functionality to the current site.
General Site Features	BR 25 Provide a Terms of Use page
	Functional Specification
	FR.25.1 Display content as it relates to the Terms of Use of the website. This link will be accessible to all users and will be part of the common navigation. (Note: Currently, the site does not have a page for Terms of Use and this will be a new page).
	Assumptions
	The content of the Terms of Use page will be provided by EPD and subject to their review and approval.
General Site Features	BR 26 Ability for the public users to contact/register complaints with EPD via an online contact form or email or telephone.
	FR.26.1 The current functionality of the Contact Us form will be extended to support all the modules of the SWIMS website.
	FR.26.2 The Contact Us form/complaint form will be used by the Public users.
	FR.26.3 The Contact Us form will have specific categories to support all modules if it is necessary to channel different Contact Us information from the public to different EPD personnel to act upon their specific area



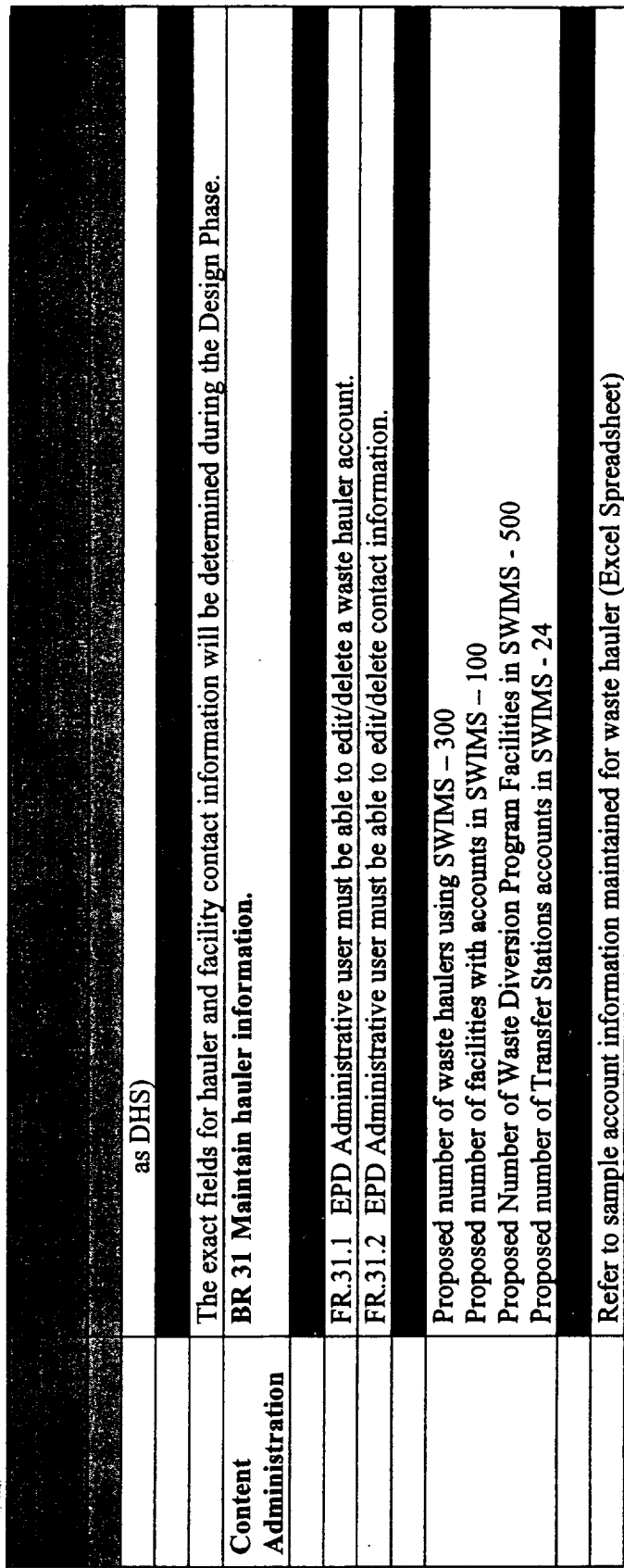
	of information. One of the areas will be Complaints, others being Feedback/Comments, Questions, General etc. Specific categories can be decided during the actual Design phase.
FR.26.4	User will select the category, and the Contact Us form will dynamically present the fields for the specific category if it is required to customize the form to cater to different categories. The fields will be decided during the actual Design phase. The form will however include the basic contact information such as Last Name, First Name, email ID, address details, and the comments box.
FR.26.5	An email link will also be provided, if the user prefers to send an email instead to the department. A generic EPD email address will be created to receive these emails. The process of channeling the emails internally would be a manual offline process that is not supported by the system.
FR.26.6	A phone number will also be provided on this page in order for the user to call EPD.
General Site Features	
	Functional Specification
FR.27.1	The What's New area available on the current DRS website will be extended to support the whole website functionality of other modules as applicable.
FR.27.3	This functionality will require administrative access to create the What's New content, edit/maintain/delete the content.
FR.27.4	In the admin page, categories will be provided to choose from in order to create specific content tailored to post the 'What's New Content' by different EPD users that is relevant to their programs.
FR.27.5	Content can also be directed to specific user groups that have access to different functionality.
Content Administration	
	Functional Specification



	<p>FR.28.2 Enter contact information for facility. The type of contact information maintained for the facility include but is not limited to the following:</p> <ul style="list-style-type: none">- Facility Name (Old Name, New Name if applicable)- Facility Address- Operator Name- Operator Address- Owner Name- Owner Address- Billing Name- Billing Address- Telephone- Fax- Contact Name
	<p>FR.28.3 EPD administrative user must be able to create a new fact sheet entry for a landfill facility and associate the corresponding map if available (GIS).</p>



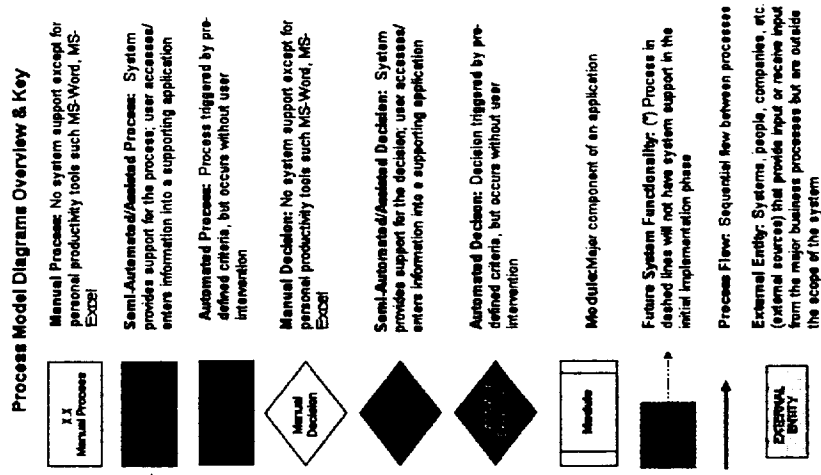
	Note
	Haulers and Transfer Stations would be the additional facilities that would require contact information to be maintained.
	Assumptions
	Note
	Fact Sheet information is normally updated yearly.
	Refer to sample fact sheet with map for a facility.
Content Administration	BR 29 Maintain facility information including contact information.
	Functional Specifications
	FR.29.2 EPD Administrative user must be able to edit/delete facility related contact information.
Content Administration	BR 30 Create new hauler and enter relevant contact information.
	FR.30.1 EPD Administrative user will create an account on SWIMS for a new waste hauler and will enter the relevant contact information. The following fields may be included as part of waste hauler account creation.
	- Name
	- Address
	- Hauling Company Waste Collection Permit Number (Issued by Department of Health Service – known





6 Appendix B: SWIMS 'To Be' Business Process Models

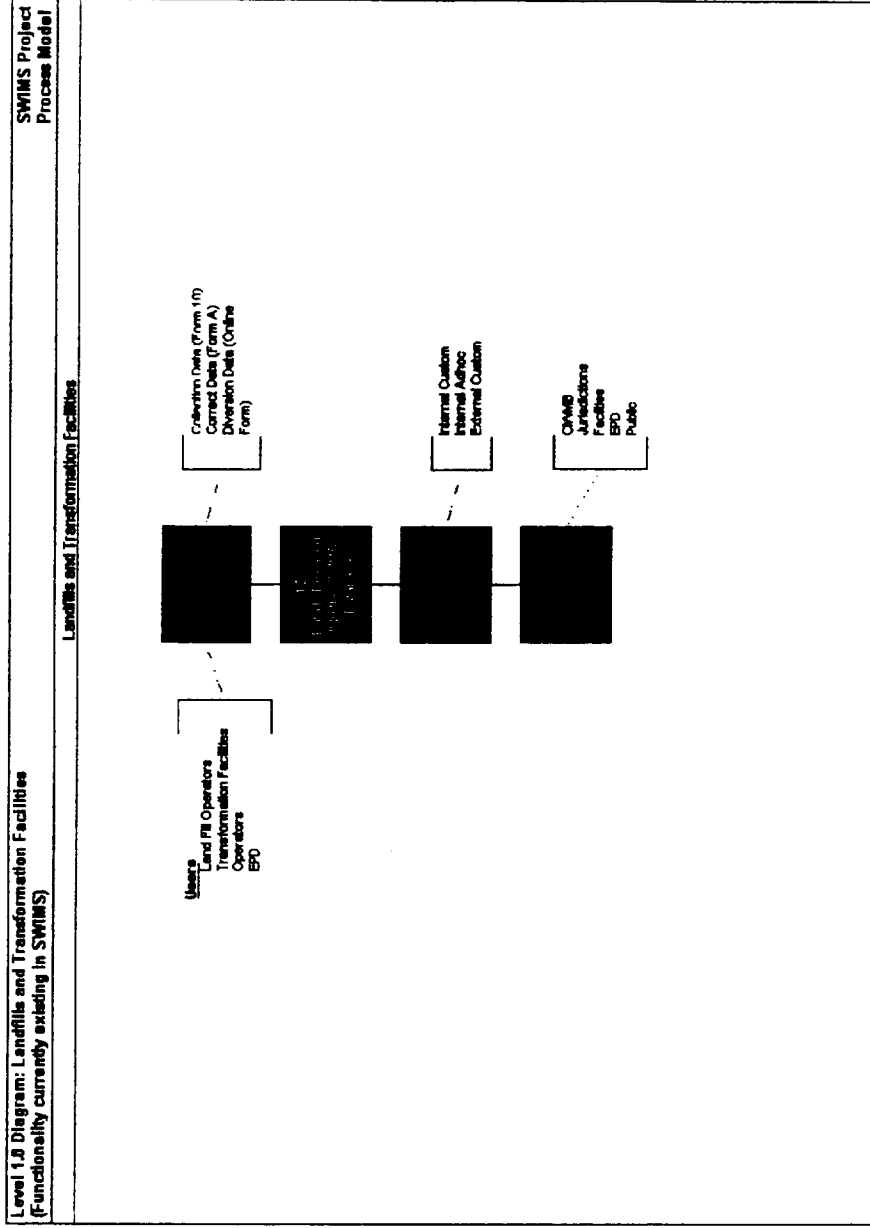
The diagram below provides the legend for all the Proposed Process Models. The sub-sections following the legend provide all the process models of the 'To-Be' processes for the SWIMS system.





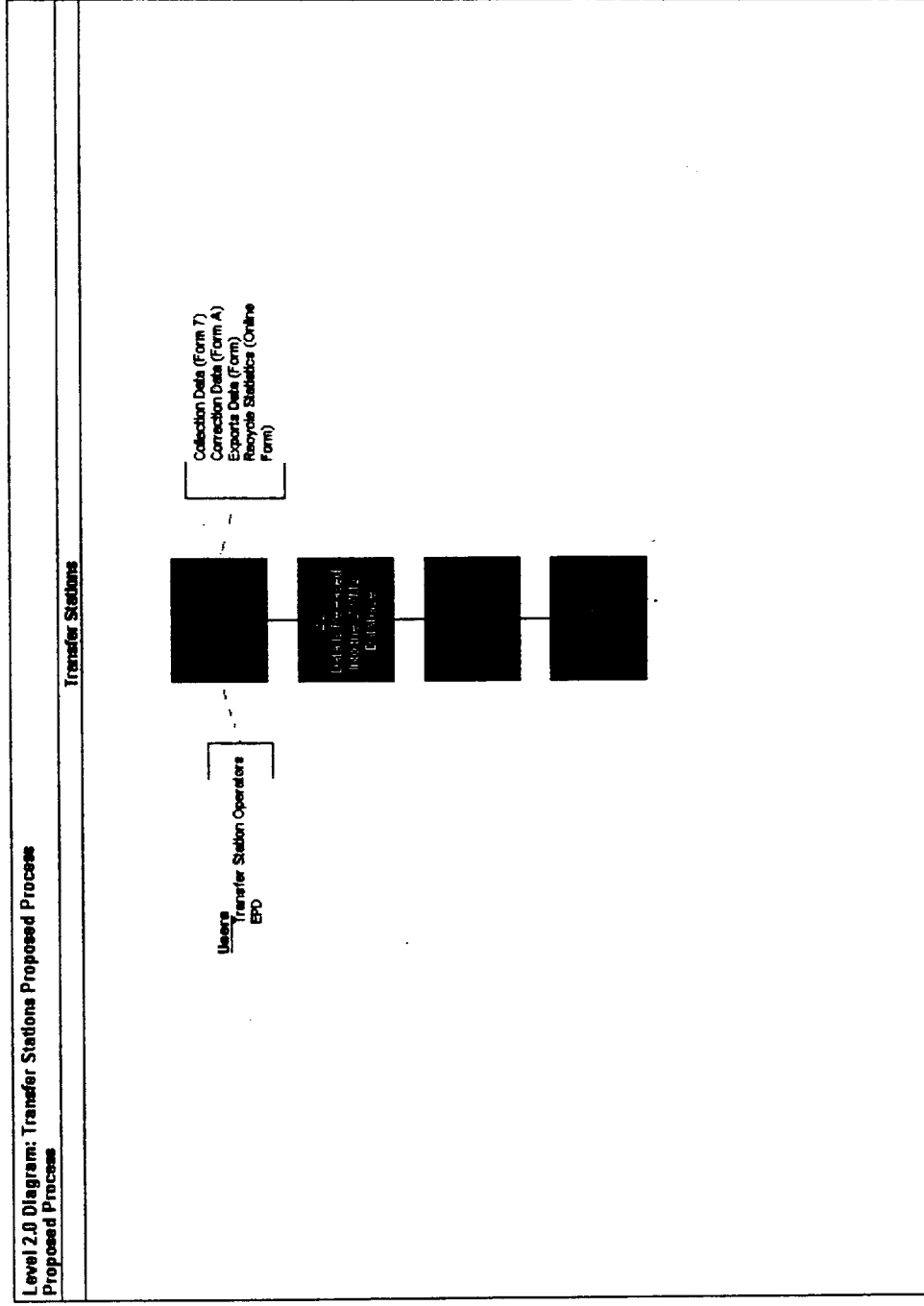
6.1 Landfills and Transformation Facilities

(Note: This sub-module has already been developed as part of the current Solid Waste Disposal Reporting System).



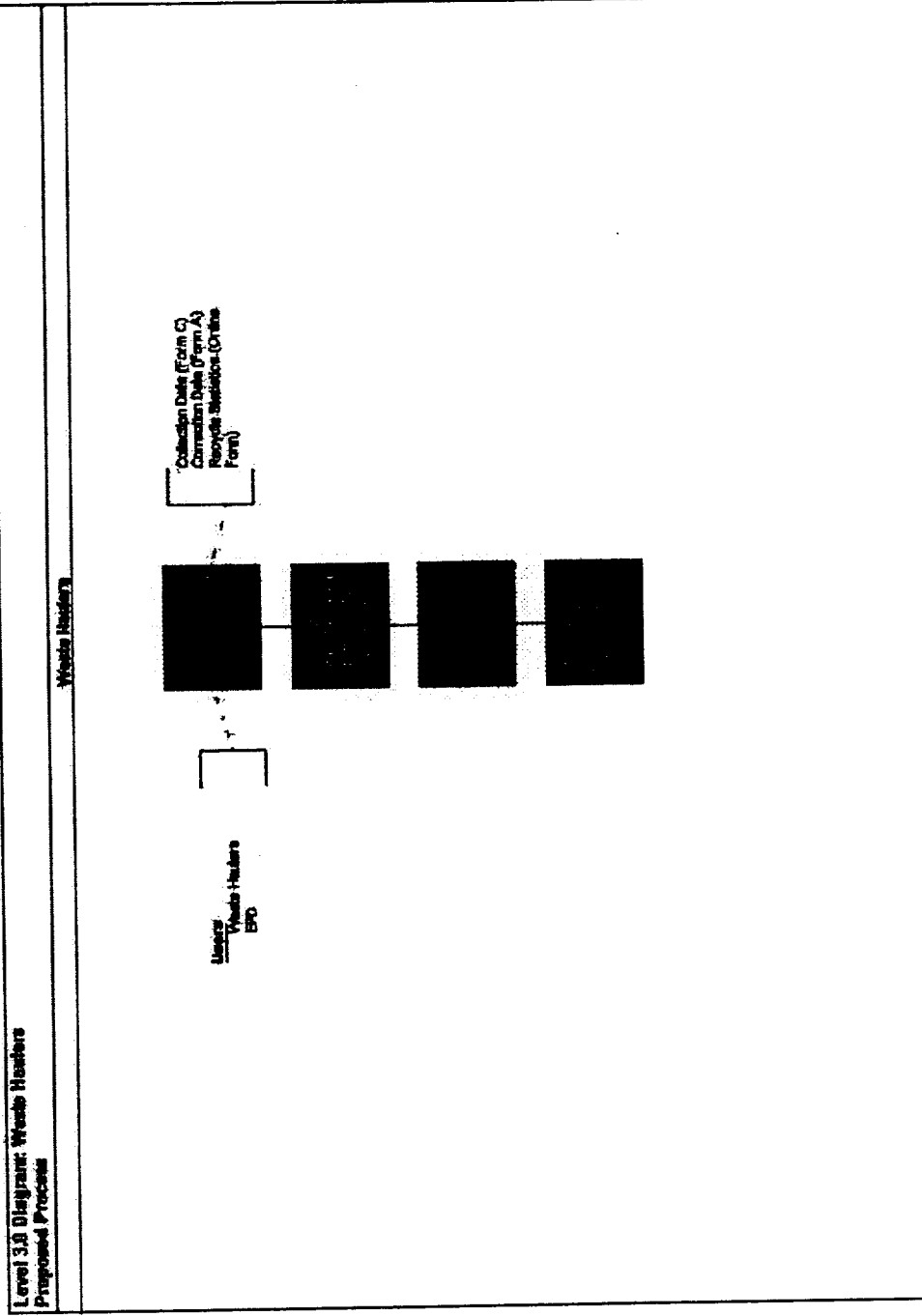


6.2 Transfer Stations



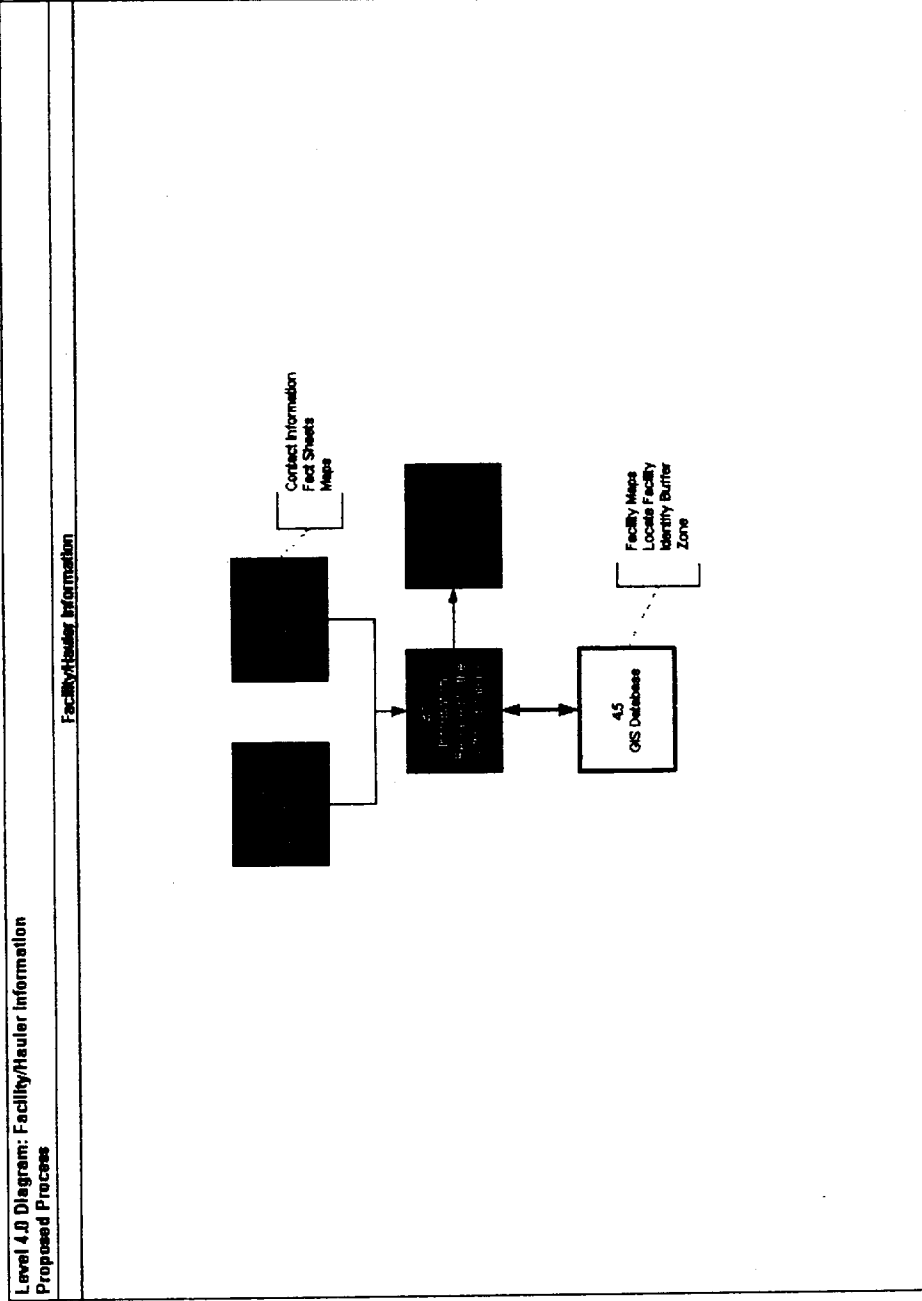


6.3 Waste Haulers





6.4 Facility/Hauler Information





7 Appendix C: Detailed Input/Process/Output Model

Business Input - Process - Output	Derivation of 'To-Be' business requirements into an input-process-output model
Functional Input - Process - Output	<i>Proposed functional requirements into an input-process-output model</i>
Additional Input - Process - Output	<i>Recommendations of additional business input-process-output model</i>
Additional Input - Process - Output	<i>Recommendations of additional functional input-process-output model</i>
Input	What goes into the process
Process	What causes the change to occur
Output	The result of the change



7.1 System Authentication Input - Output - Process Model Table

System Authentication	IPO-B101		BR1
	IPO-R1111		
	IPO-B201		BR2
	IPO-B202		No Change for the Login process from SWIMS Phase II



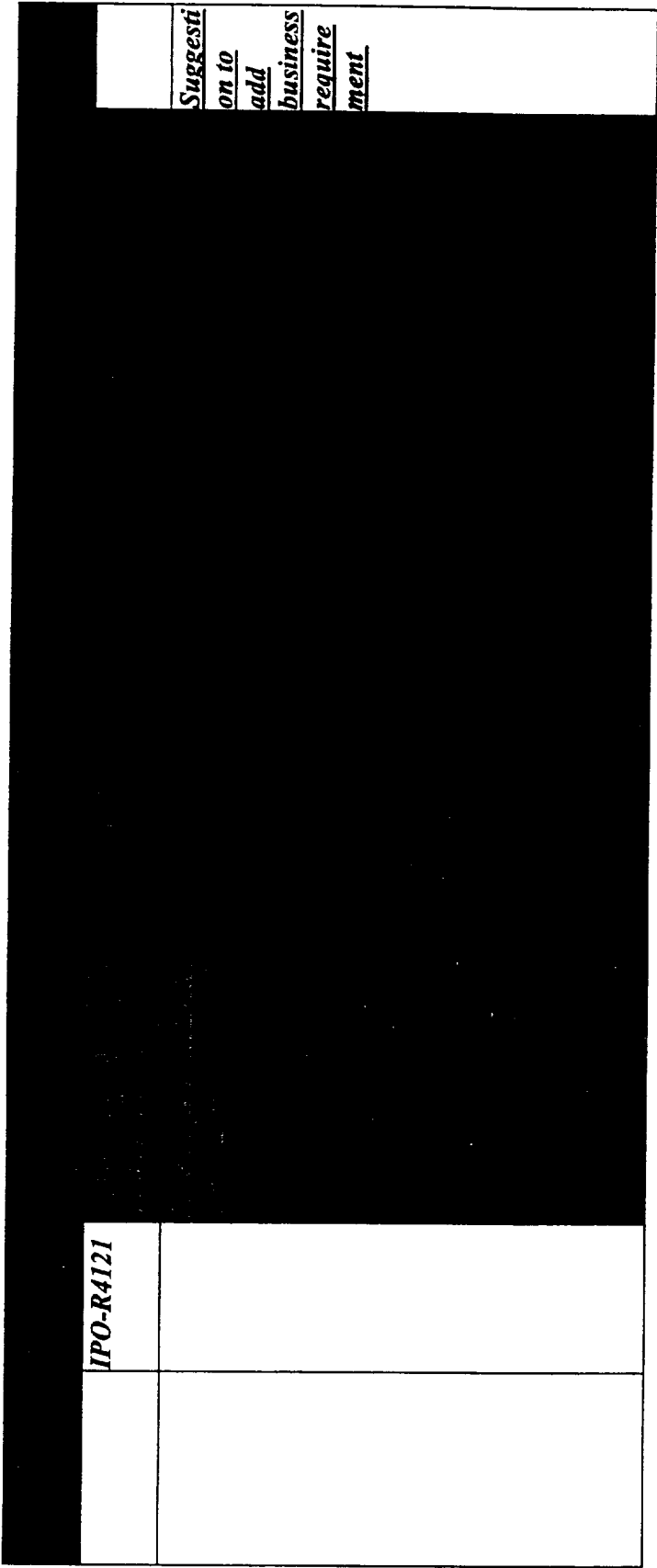
	<i>IPO-R2111</i>											
	<i>IPO-R2112</i>											
	<i>IPO-R2113</i>											
	<i>IPO-R2114</i>											
	<i>IPO-R2121</i>											
	<i>IPO-R2122</i>											
	<i>IPO-R2123</i>											
	<i>IPO-R2131</i>											
	<i>IPO-R2132</i>											
	<i>IPO-R2133</i>											
	<i>IPO-R2134</i>											
	<i>IPO-R2141</i>											
	<i>IPO-R2142</i>											



	<i>IPO-R2143</i>											
	<i>IPO-R2151</i>											
	<i>IPO-R2152</i>											
	<i>IPO-R2153</i>											
	<i>IPO-R2161</i>											
	<i>IPO-R2162</i>											
	<i>IPO-R2163</i>											
	<i>IPO-R2164</i>											
	<i>IPO-R2171</i>											
	<i>IPO-R2172</i>											
	<i>IPO-R2173</i>											



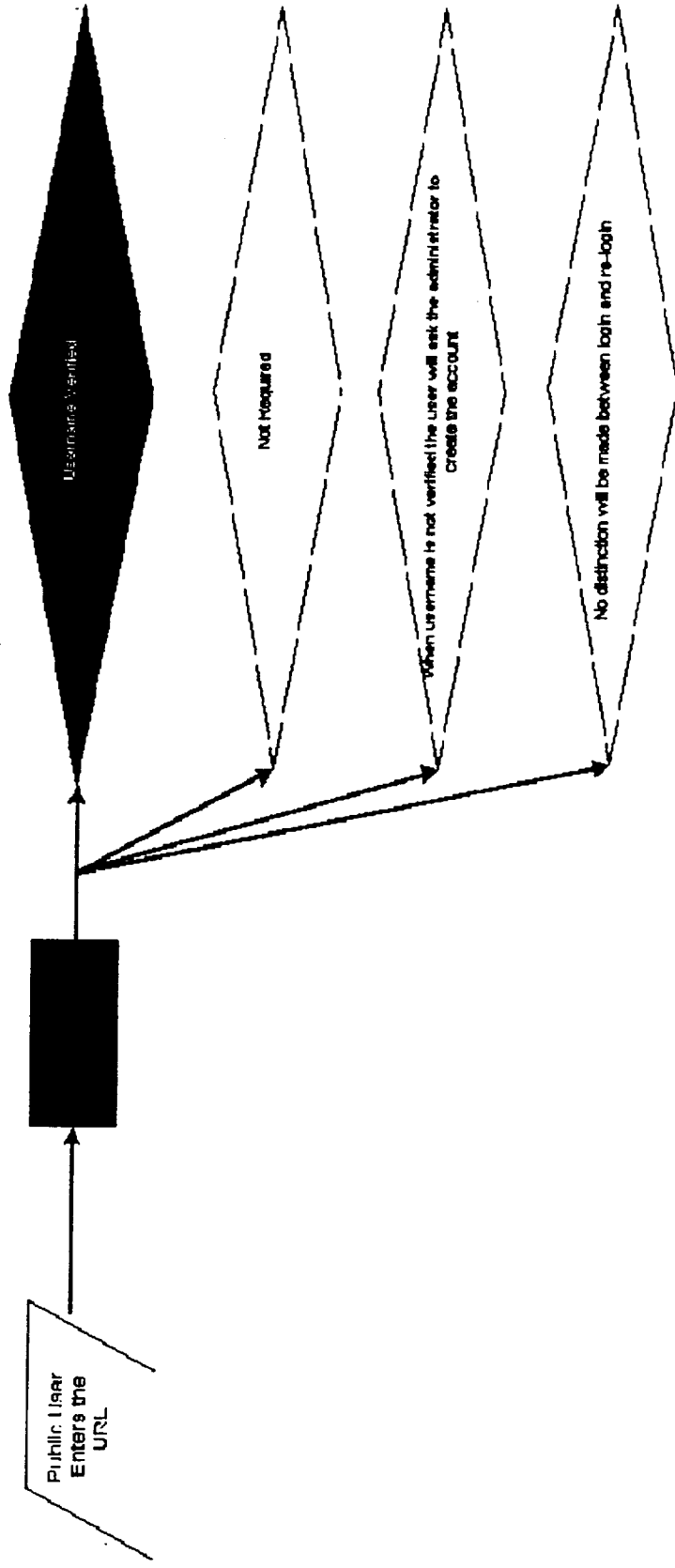
	<i>IPO-R2181</i>						
	<i>IPO-R2182</i>						
	<i>IPO-R2183</i>						
	<i>IPO-B301</i>						BR3
	<i>IPO-R3111</i>						
	<i>IPO-R3121</i>						
	<i>IPO-B401</i>						BR4
	<i>IPO-R4111</i>						
	<i>IPO-R4121</i>						





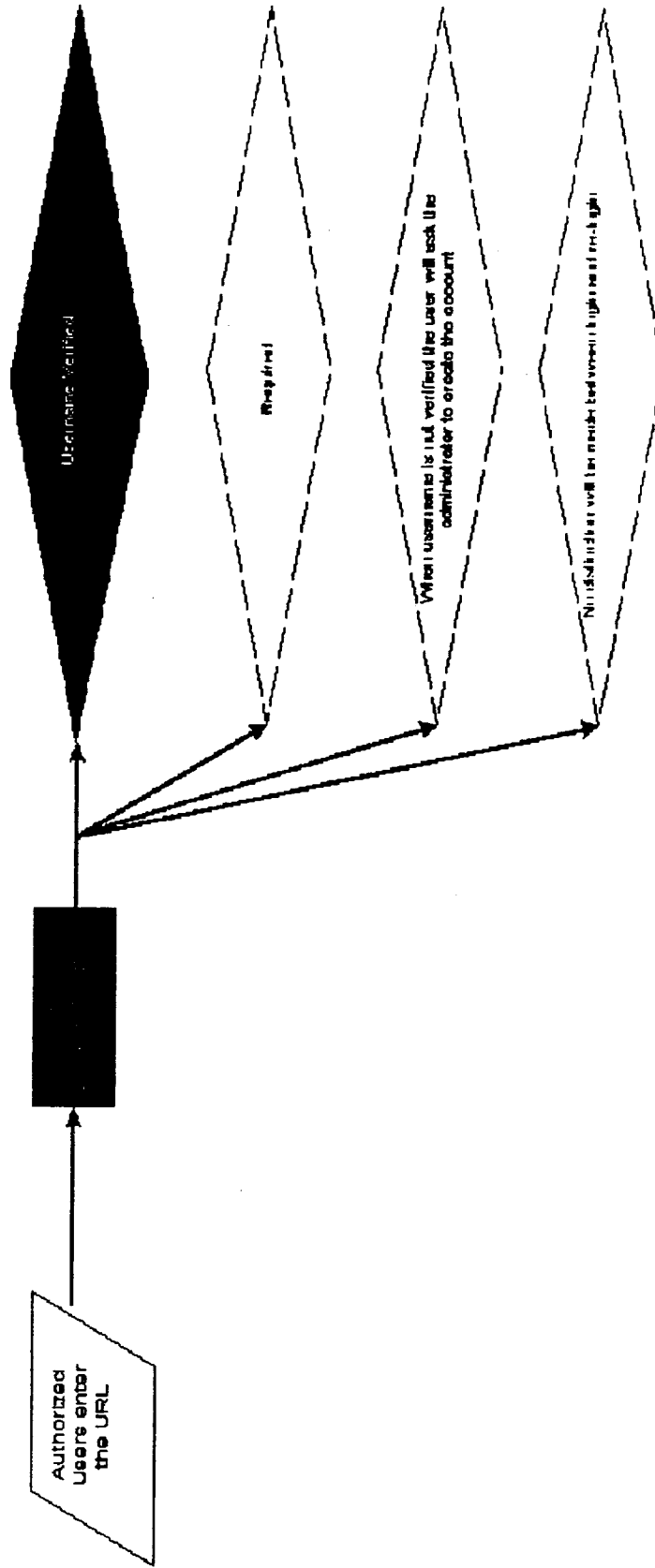
7.1.1 System Authentication Input-Process-Output

Public User Login Input-Process-Output Diagram



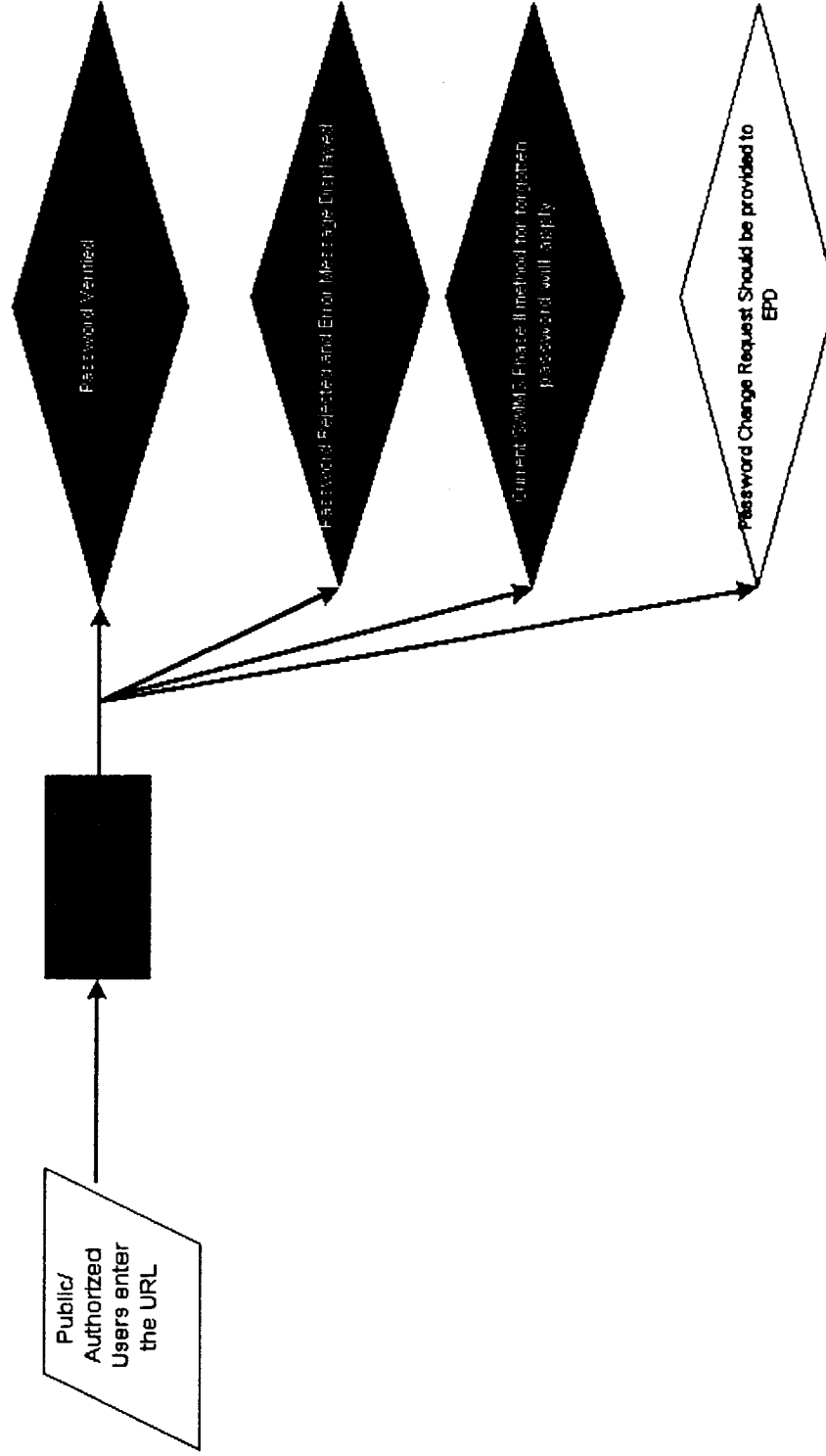


Authorized User Login Input-Process-Output Diagram



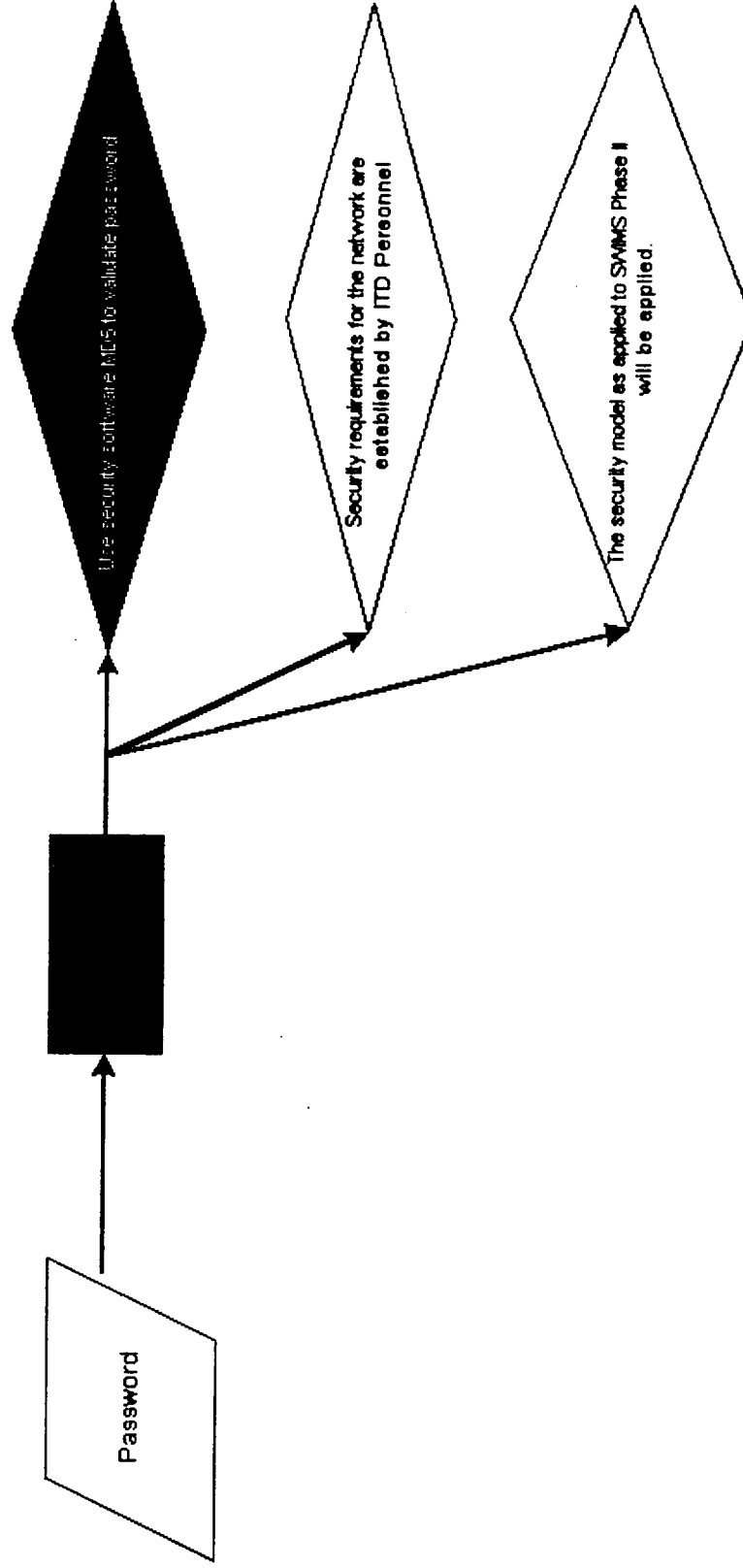


Public/Authorized User Password Input-Process-Output Diagram



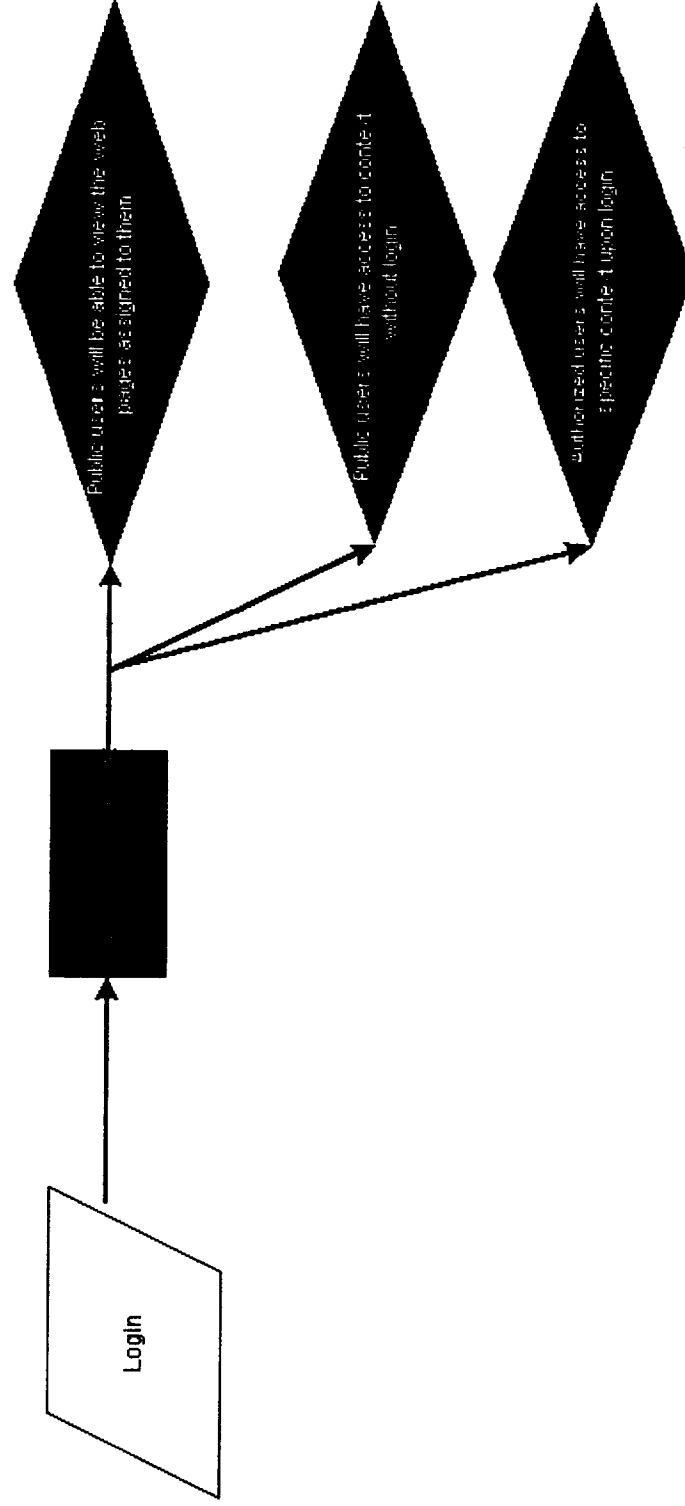


Security Input-Process-Output Diagram



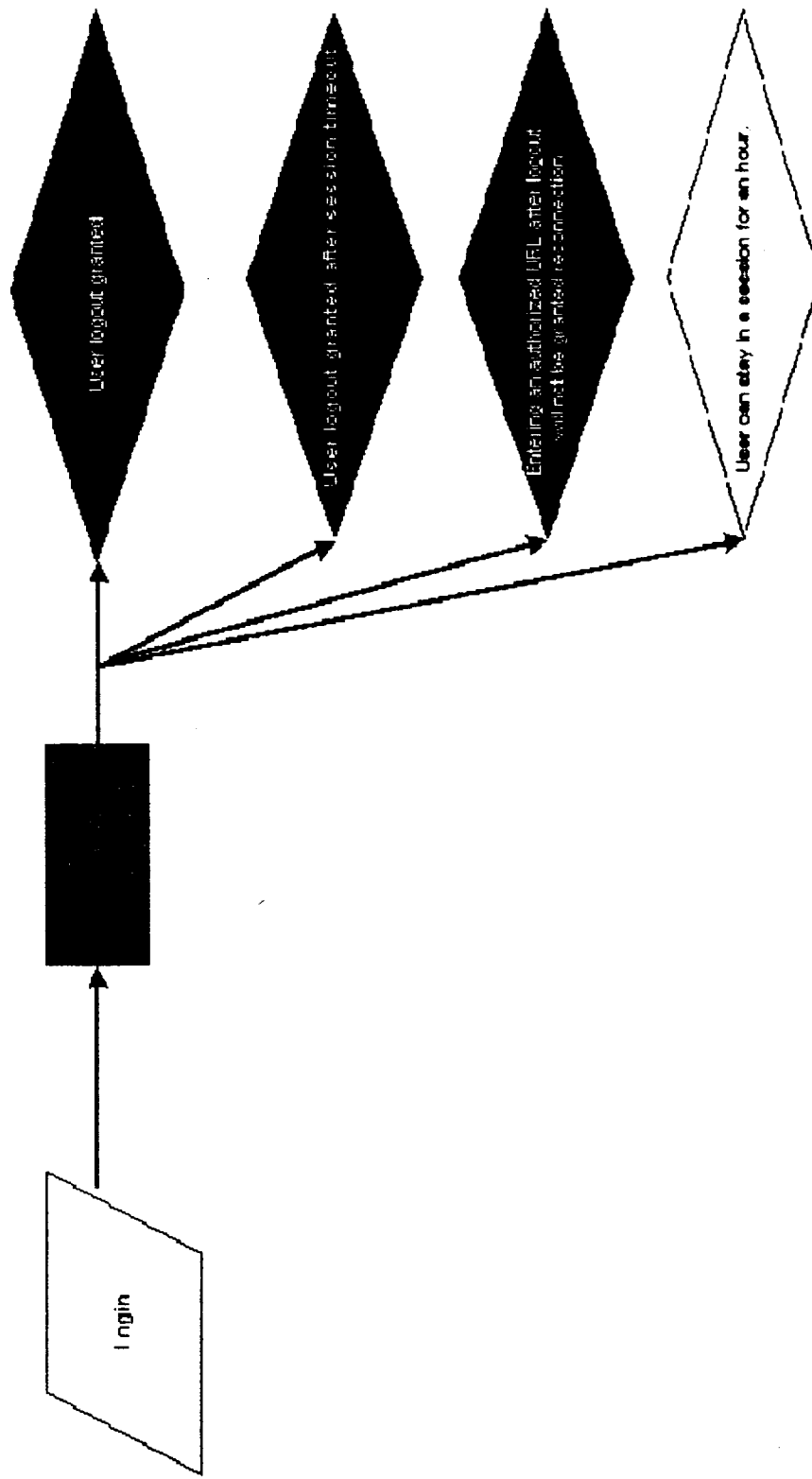


Web Page Context Input-Process-Output Diagram



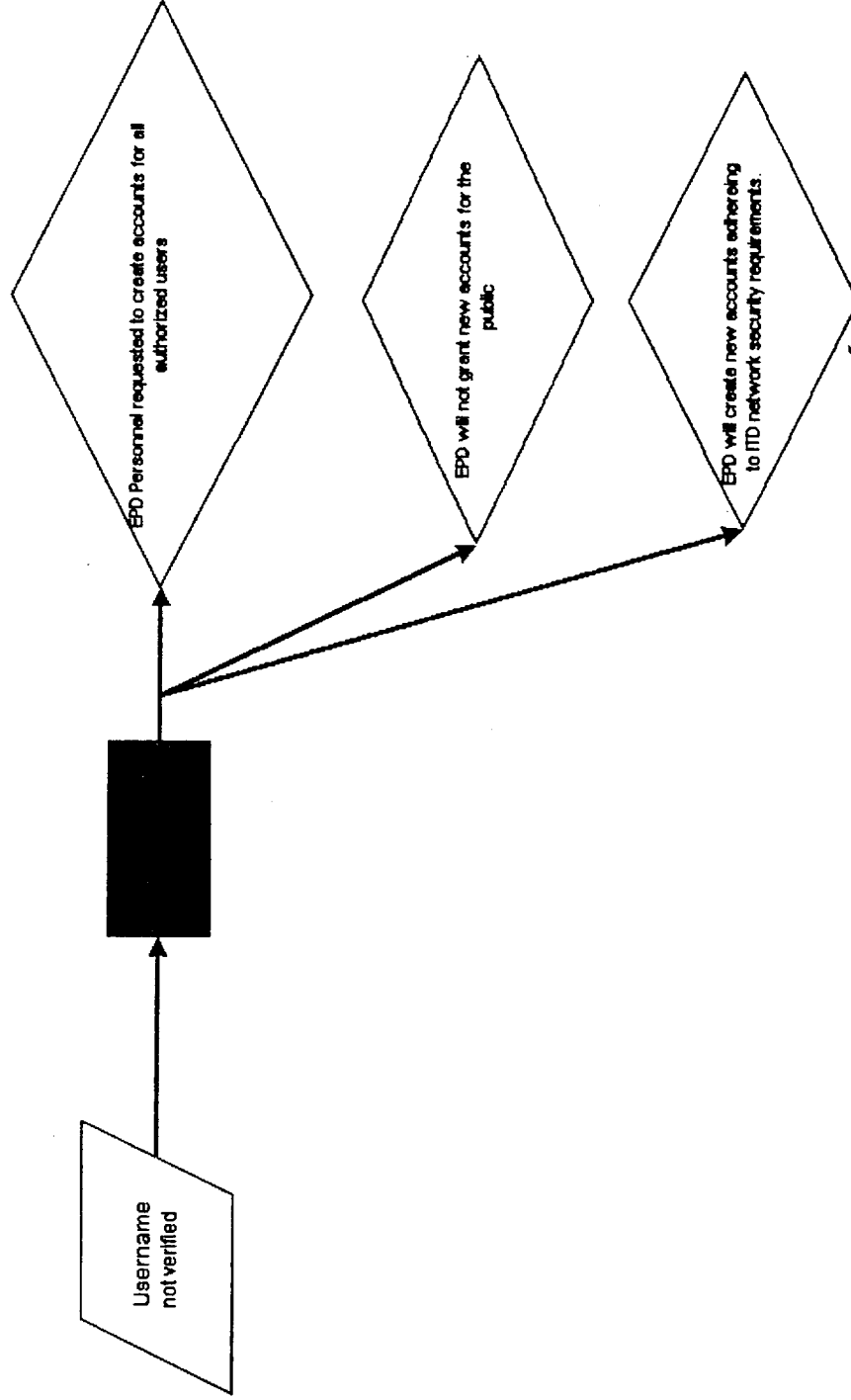


Logout Input-Process-Output Diagram



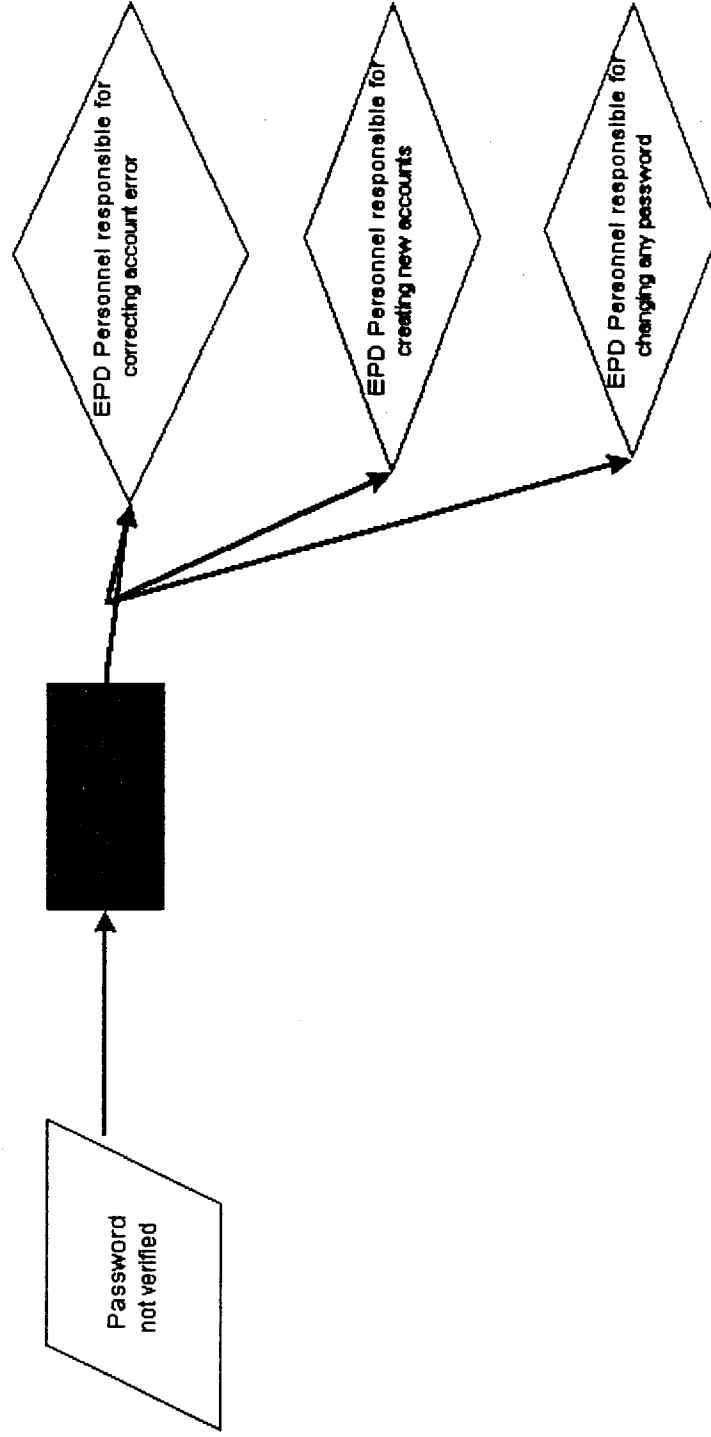


New Account Creation Input-Process-Output Diagram





Account Status Input-Process-Output Diagram





7.2 Disposal Reporting System Input-Process-Output Table

Disposal Reporting System - Landfill and Transformation Facilities	IPO-B501					BR5
	IPO-R5111					
	IPO-R5112					
	IPO-R5121					
	IPO-R5122					
	IPO-R5123					



Disposal Reporting System	IPO-B601	[REDACTED]				BR6
	<i>IPO-R6111</i>	[REDACTED]				
	<i>IPO-R6112</i>	[REDACTED]				
	<i>IPO-R6113</i>	[REDACTED]				
	<i>IPO-R6121</i>	[REDACTED]				
	<i>IPO-R6131</i>	[REDACTED]				



	IPO-B701	[REDACTED]	BR7
	IPO-R7111		
	IPO-R7111		
	IPO-R7112		
	IPO-R7113		
	IPO-R7113		
	IPO-R7121		
	IPO-R7131		
	IPO-R7141		
	IPO-R7151		
	IPO-R7171		



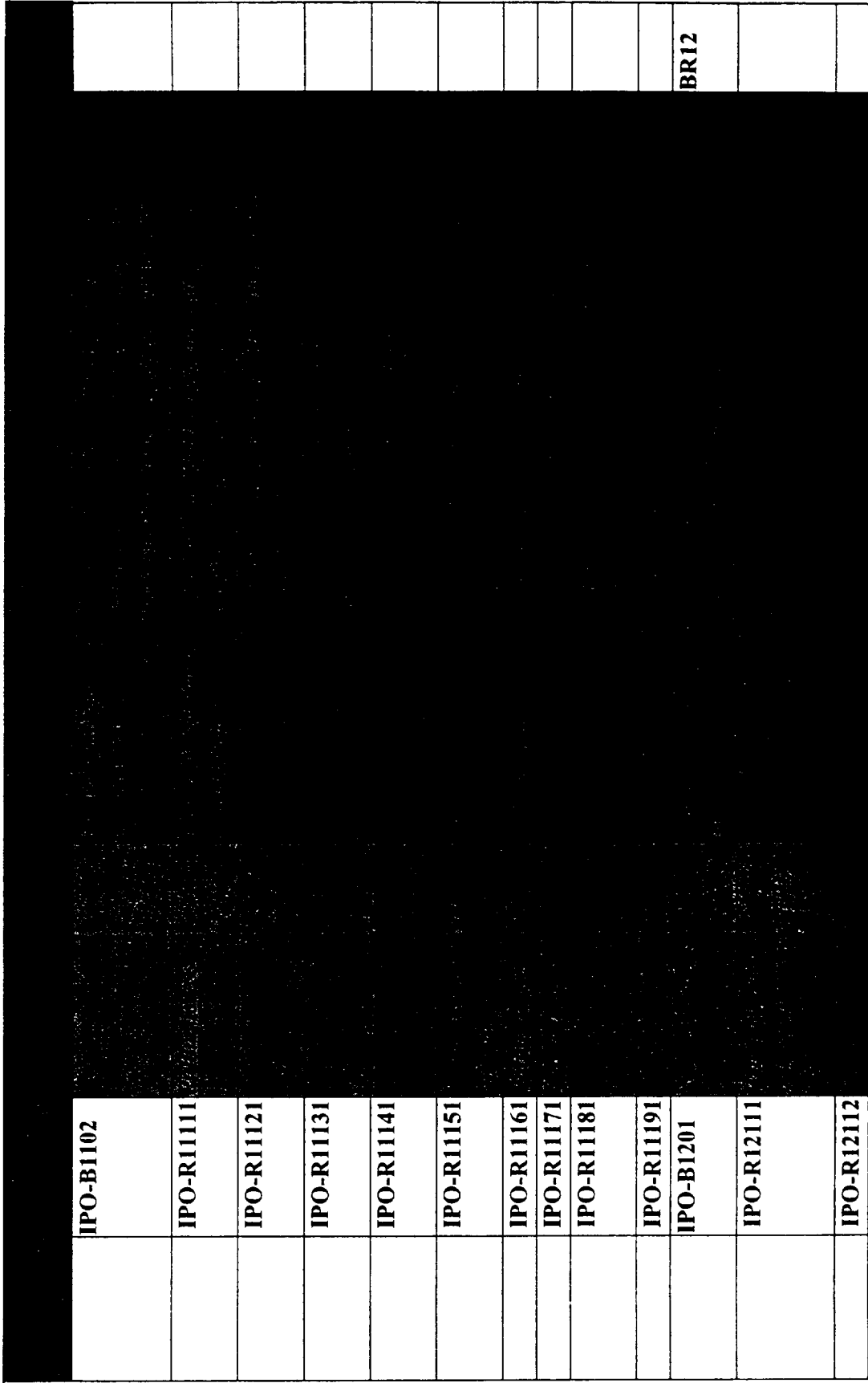
	IPO-B901							BR9	
	IPO-R9111								
	IPO-R9121								
	IPO-R9131								
	IPO-R9141								
	IPO-B801							BR8	
	IPO-R8111								



	IPO-R8112							
	IPO-R8121							
	IPO-R8122							
	IPO-R8123							
	IPO-R8131							
	IPO-R8132							
	IPO-R8133							



	IPO-R8141						
	IPO-R8142						
	IPO-8143						
	IPO-B1001						BR10
	IPO-R10111						
	IPO-R10121						
	IPO-R10122						
	IPO-B1101						BR11

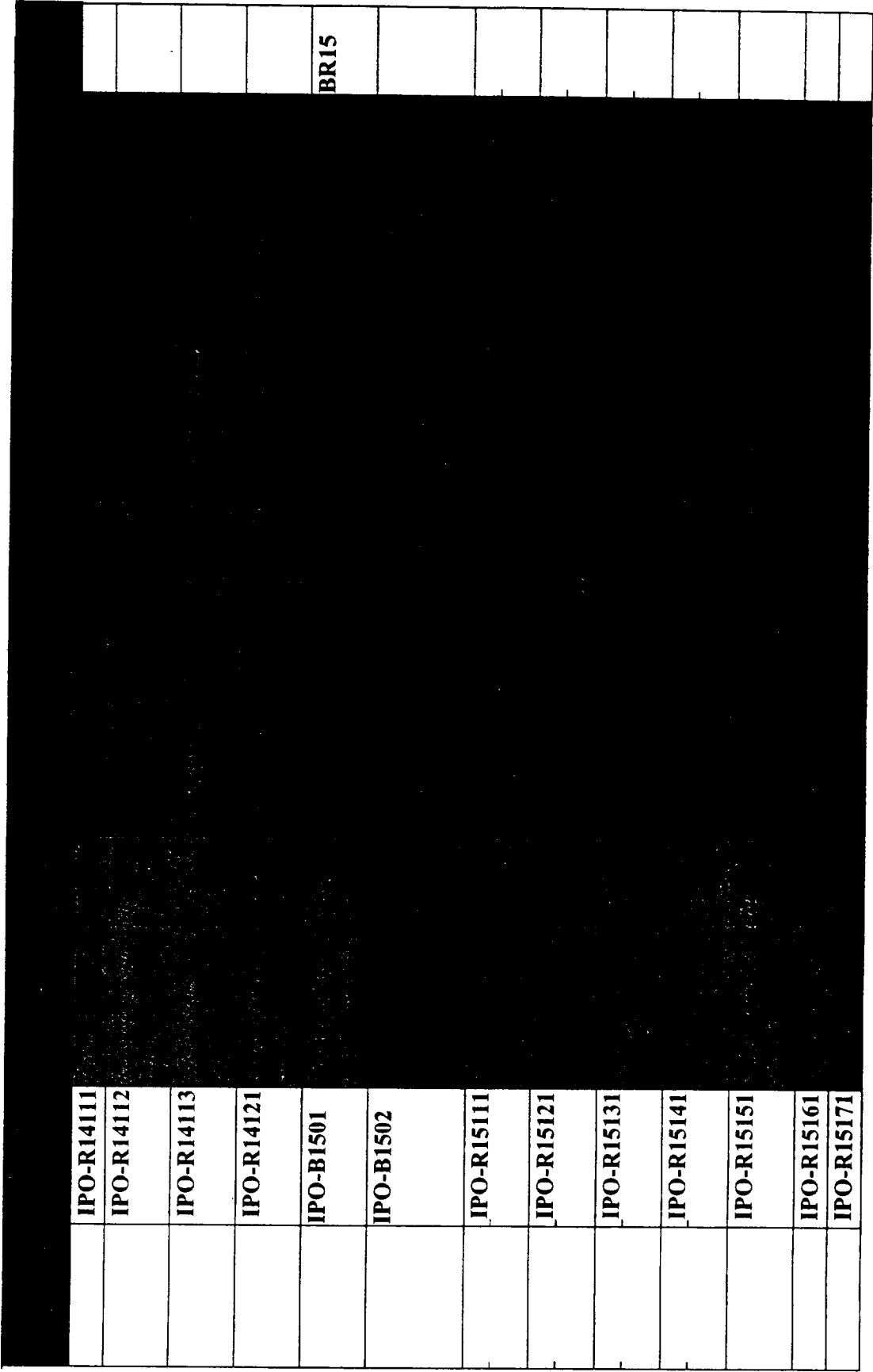




	IPO-R12113		
	IPO-R12121		
	IPO-R12131		
	IPO-R12141		
	IPO-R12151		
	IPO-R12161		
	IPO-R12171		
	IPO-R12181		
	IPO-R12191		
	IPO-R121101		



	IPO-R121111						
	IPO-R121121						
	IPO-B1301						BR13
	IPO-R13111						
	IPO-R13121						
	IPO-R13131						
	IPO-R13141						
	IPO-B1401						BR14
	IPO-B1402						





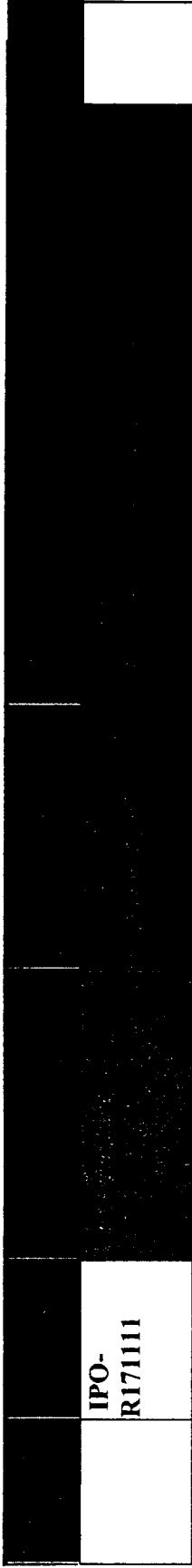
	IPO-R15181		
	IPO-R15191		
	IPO-B1601		BR16
	IPO-R1611		
	IPO-R1621		

7.3 Waste Origination Verification Program Input Process Output Table

				BR17
Waste Origination Verification	IPO-B1701			
	IPO-R17111			
	IPO-R17121			



	IPO-R17131						
	IPO-R17141						
	IPO-R17151						
	IPO-R17161						
	IPO-R17171						
	IPO-R17181						
	IPO-R17191						
	IPO-R171101						



Facility/Hauler Information Management	IPO-B1801	<div data-bbox="894 1524 958 1619">IPO-R18111</div>	BR18	



	IPO-R18121		
	IPO-R18122		
	IPO-R18123		
	IPO-R18124		
	IPO-R18125		
	IPO-R18126		
	IPO-R18127		
	IPO-R18128		
	IPO-R18129		
	IPO-R181210		
	IPO-R18131		



	IPO-B1901		BR19
	IPO-R19131		
	IPO-R19133		
	IPO-R20121		
	IPO-R20131		
	IPO-B2101		BR21
	IPO-B2102		
	IPO-R21111		
	IPO-R21121		



	IPO- R21121		
	IPO- R21131		
	IPO- R21141		
	IPO- R21151		
	IPO-B2201		BR22
	IPO- R22111		
	IPO- R22121		

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	IPO-7801		BR78
	IPO-R78111		
	IPO-R78121		
	IPO-B7901		BR79
	IPO-R79111		
	IPO-R79121		
	IPO-B8001		BR80
	IPO-R80111		
	IPO-R80121		




8 Appendix D: Proposed Storyboards

The following are the proposed storyboards for the identified requirements on SWIMS – Phase III.

8.1 Home Page – Public View

Proposed Schematics for SWIMS - Phase III System Requirements Study

1.1 HOME PAGE – PUBLIC VIEW



Select

About SWIMS

General Information

Publications

FAQ

Contact Us

Quick Links

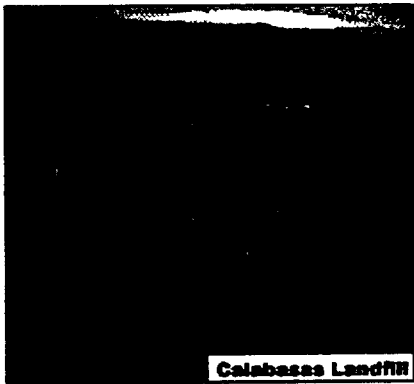
Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Welcome to the Solid Waste Integrated Management System

In 1989, the State of California passed Assembly Bill 939 mandating each jurisdiction (i.e. city or county) to reduce solid waste disposed in landfills by 50 percent. Each jurisdiction in California had to adopt measures to meet the AB 939 waste reduction goal. In order to determine if

[news headline]


Calabasas Landfill

Menu options available in the left navigation bar will be customized based on the User Role of the log in person.

[STANDARD FOOTER]

COMMENT

This is the pub view of the home page.

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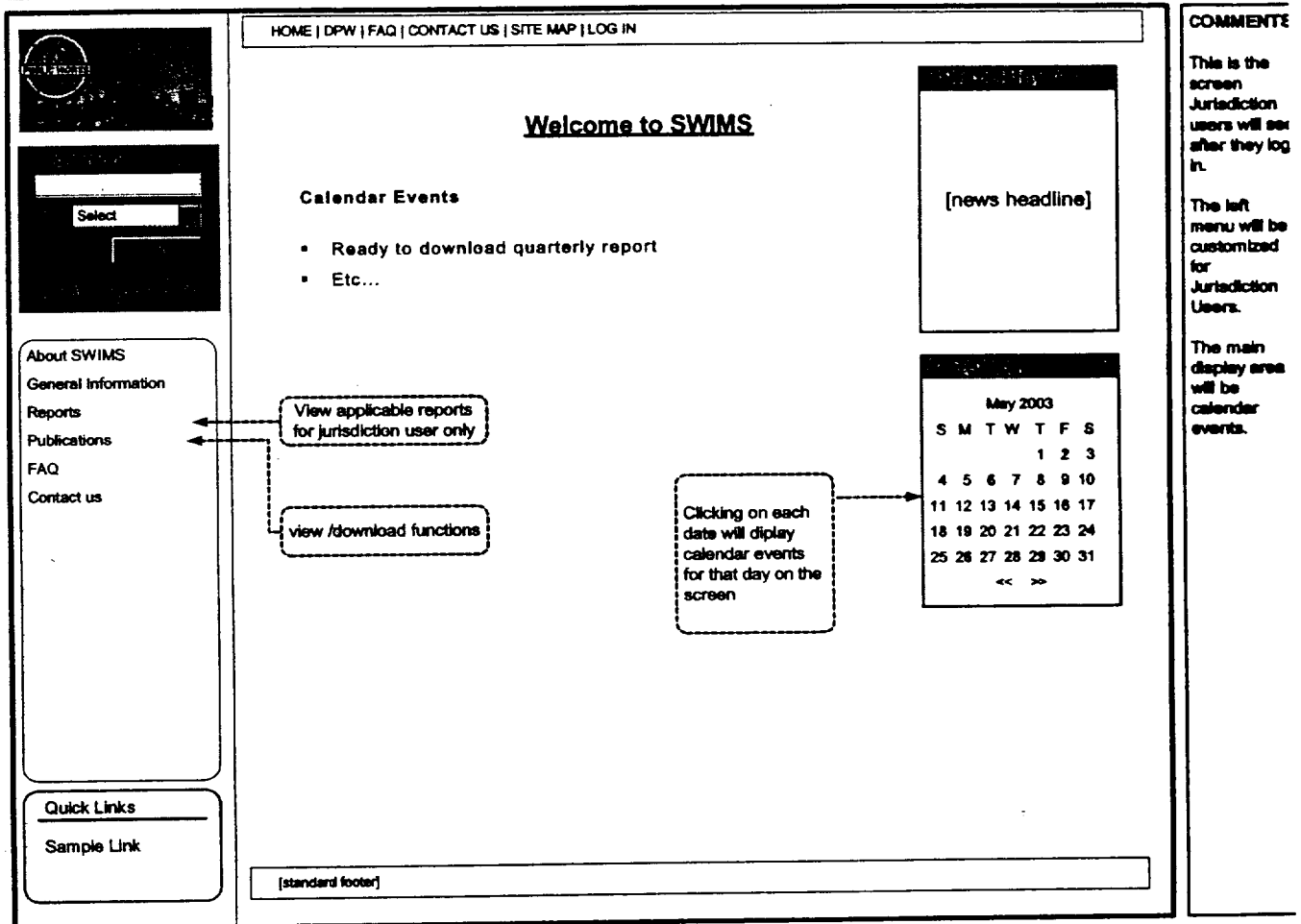
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8.2 Jurisdiction User Log In

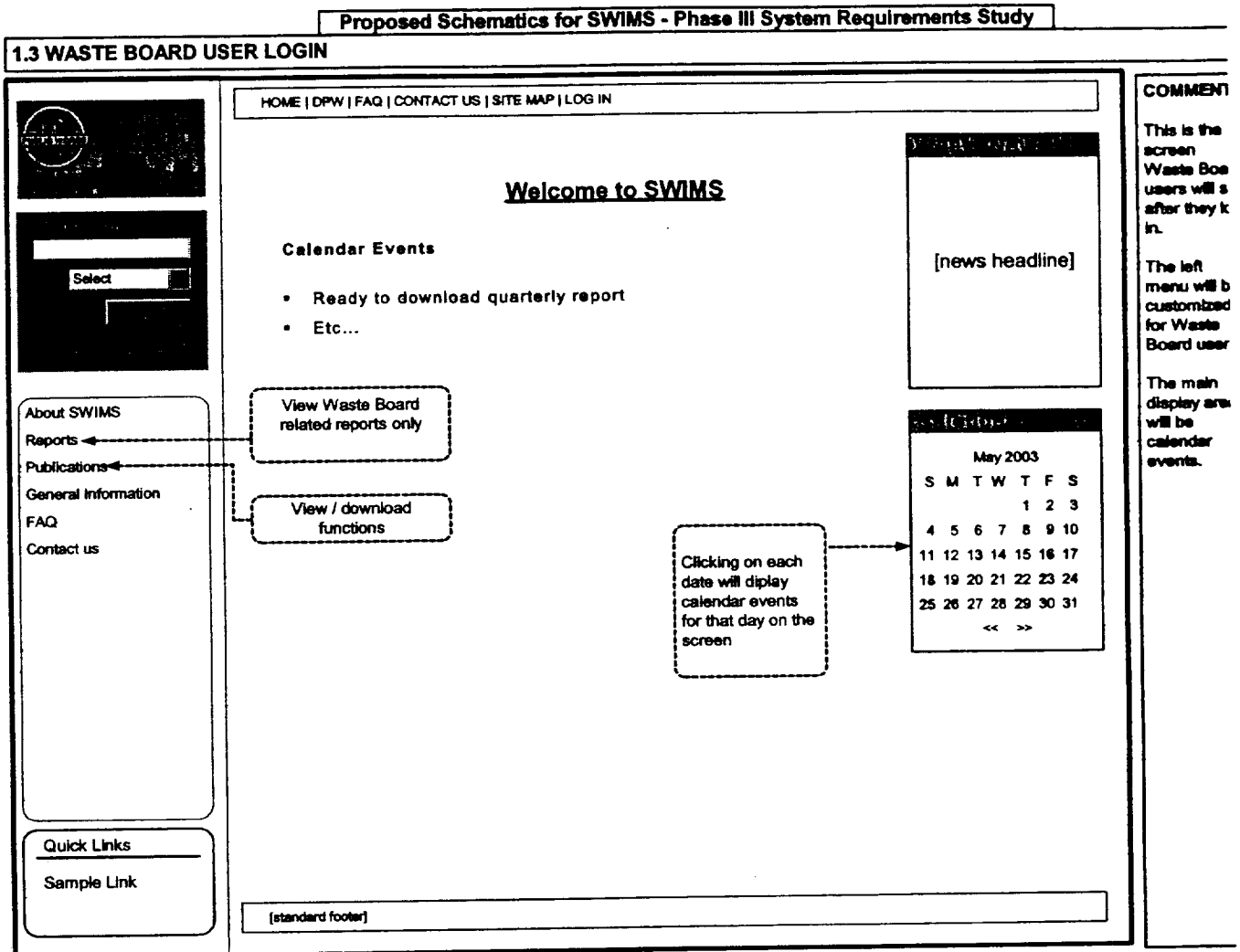
Proposed Schematics for SWIMS - Phase III System Requirements Study

1.2 JURISDICTION USER LOGIN



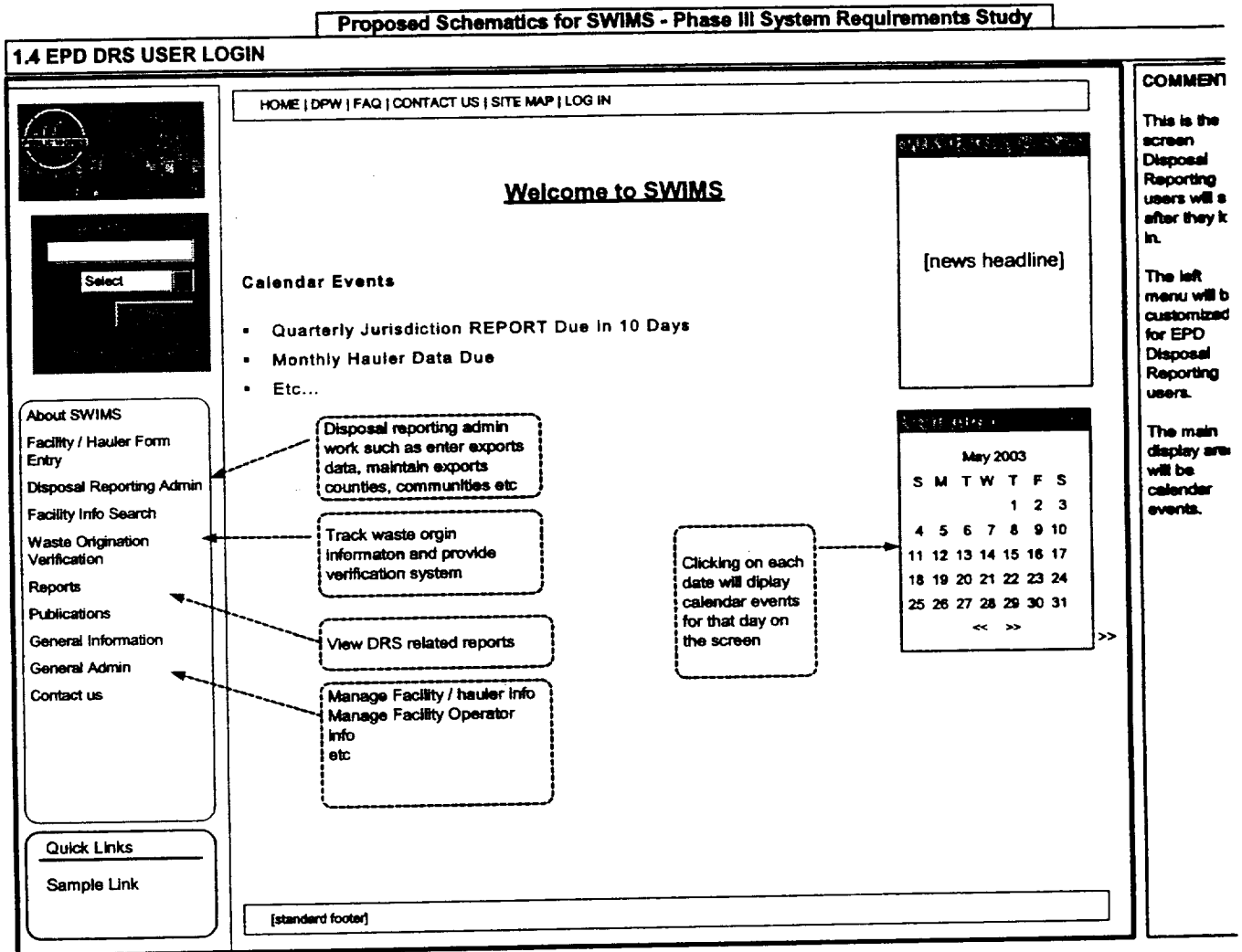


8.3 Waste Board User Log In



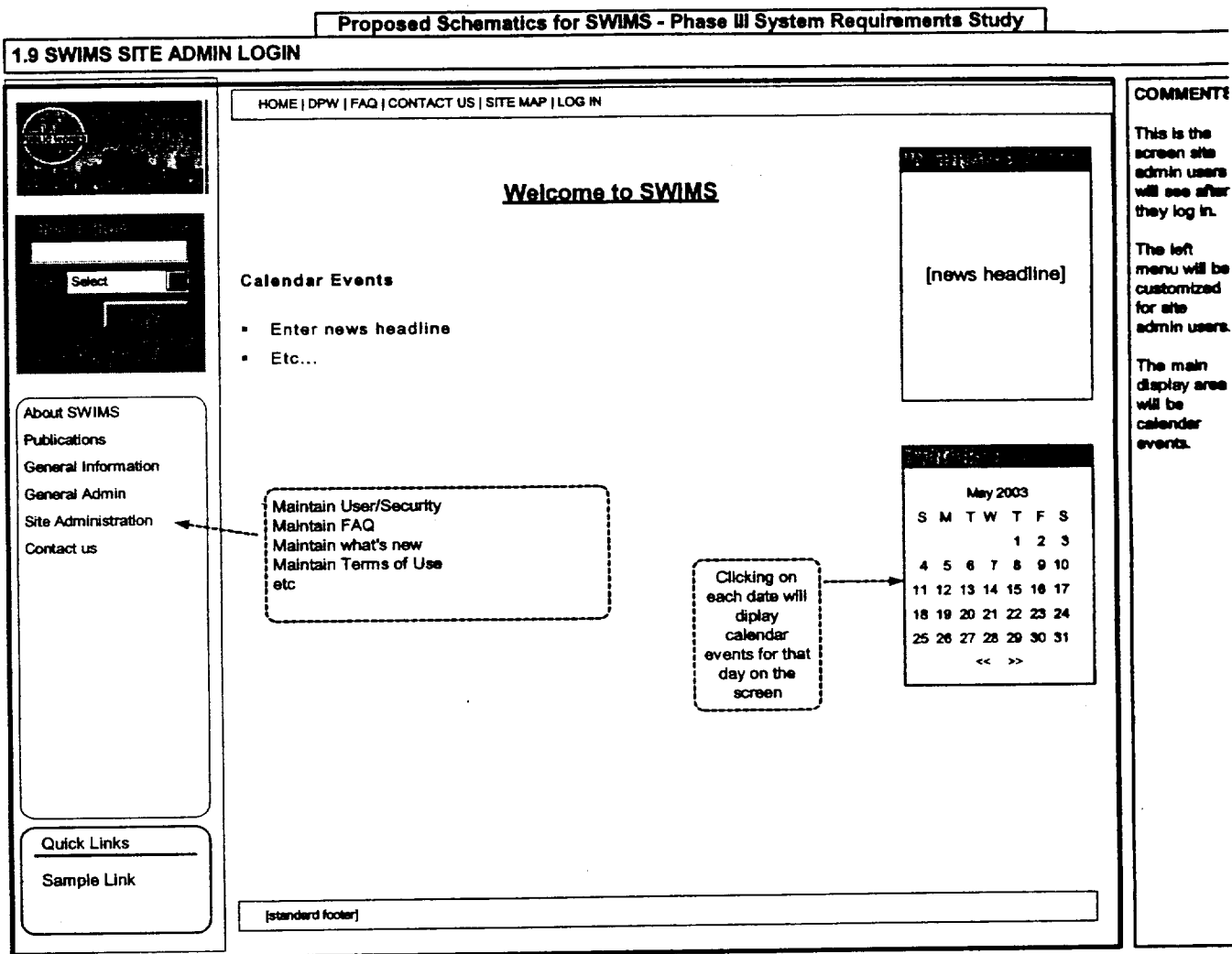


8.4 EPD DRS User Log In





8.5 SWIMS Site Admin Log In





8.6 List of Facilities/Haulers

1.10 LIST of FACILITIES/HAULERS

Home

DPW

FAQ

Contact Us

Site Map

Log In

Facility Type

Landfill

Select

About SWIMS

Facility Form Entry

Disposal Reporting Admin.

Solid Waste Revenue Mgmt.

CUP/FOC Tracking

Facility Info Search

GDD Administration

Franchise Administration

Reports

Publications

General Information

Customer Support

General Admin

Site Admin

Quick Links

Sample Link

The user can select the type of facility, Eg: Landfill, Transformation Station, Transfer station etc... or Hauler

Clicking on the button retrieves the facilities matching the selected search criteria

Name 1	Land Fill	jurisdiction 1	Active
Name 2	Land Fill	jurisdiction 2	Inactive
Name 3	Type 3	jurisdiction 3	Closed
Name 4	Type 4	jurisdiction 4	Closed
Name 5	Type 5	jurisdiction 5	Active
Name 6	Type 6	jurisdiction 6	Active
Name 7	Type 7	jurisdiction 7	Inactive

Clicking on this link will display detailed Facility Information available

[standard footer]

COMMENT:

This is the screen to view facility or Hauler list.


The current screen is showing landfill as example.

If Hauler is selected, the fields displayed will be specific to Hauler.



8.7 Add/Edit Facilities / Hauler Information

1.11 ADD / EDIT FACILITIES / HAULER INFORMATION



About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publications

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Select Type

Select Name

Clicking on the button will display all the fields on this page (blank) for the user to enter a new facility /Hauler information

Clicking on the button will display all the fields for selected Facility/Hauler in an editable format

John Smith

Select List

Select List

Will include all the Facility fields in current version of SWIMS

Robert Brown

Jim Morgan

203, Morgan, 56-Paul

203, Morgan, 56-Paul

203, Morgan, 56-Paul

Select Type

Each type of Facility will have different field list in this section. Hauler may not have any fields for this section.

[standard footer]

COMMENT

This is the screen to enter facility or Hauler information.

Different type of user will be able to enter/modify different portion of information according to security setup.


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8.8 Waste Haulers – Data Submission

2.1 WASTE HAULERS – DATA SUBMISSION

HOME DPW FAQ CONTACT US SITE MAP LOG IN	
 <input type="text"/> <input type="button" value="Select"/>	<p>User can select a Facility and a Period and click the start button to fill the online origin survey form OR Click on download template link to download an Excel sheet (Form) to fill in OR Browse and attach Origin Survey Form available on the User's PC</p>
<input type="text"/> <input type="button" value="Start"/>	<p>Users will select period and proceed to Form Detail Page</p>
<input type="text" value="Burbank Landfill"/> <input type="text" value="04/2003"/> <input type="text" value="Quarter 1"/> <input type="button" value="Start"/>	<p>Users will select period and proceed to Form Detail Page</p>
<input type="text"/> <input type="button" value="Start"/>	<p>Haulers need to fill out these forms if they have Contract / agreement with GDD / Franchise</p>
<input type="text"/> <input type="button" value="Start"/>	<p>Hauler enter FOC mandated data.</p>

COMMENTS

This screen will list all forms that waste haulers need to submit to EPD.

Each waste hauler will only see customized list of forms. For example, Only Haulers with contract with GDD will be required to enter GDD related information.

This list page is expandable to include more future forms.

[illegible]

This list page is expandable to include more future forms.



8.10 Landfills / Transformation Facilities – Data Submission

2.3 LANDFILLS / TRANSFORMATION FACILITIES – DATA SUBMISSION

Select

About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publications

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Select Facility

04/2003

Clicking on start will Display the Origin Survey Form for the select Facility for the selected period

The user can click on this button to select & upload the Origin Survey Data

Users will select period and proceed to Form Detail Page

Clicking on the button will take user to the Exports Data Entry Form

Enter FOC mandated data.

[standard footer]

COMMENT:


This screen will list all forms the landfill need to submit for EPO.

Each landfill will only see customized list of forms.

This list page is expandable to include more future forms.



8.11 Disposal Reporting: EPD Data Entry

Proposed Schematics for SWIMS - Phase III System Requirements Study		
2.4 DISPOSAL REPORTING: EPD DATA ENTRY		
<div> <input type="text"/> Select</div> <div>About SWIMS Facility Form Entry Facility Data Admin DRS Report Solid Waste Management CUP/FOC Tracking Facility Search GDD Administration Franchise Administration Reports Publication General Information Customer Support Site Admin</div> <div>Quick Links Sample Link</div>	<div>HOME DPW FAQ CONTACT US SITE MAP LOG IN</div> <div><div>Clicking on this link will display the Form A data entry page.</div><div>Clicking on this link will display the Export Data Entry Page 1</div></div> <div>[standard footer]</div>	<div>COMMENTS</div> <div>This screen will list all forms that EPD Disposal Reporting user needs to fill.</div> <div>This list page is expandable to include more future forms.</div>



8.12 Disposal Reporting: Exports Data Entry Page 1

Proposed Schematics for SWIMS - Phase III System Requirements Study

2.5 DISPOSAL REPORTING: EXPORTS DATA ENTRY PAGE 1

Select

About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publication

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Orange County

2003

2nd Quarter

Select the exported county and the period to enter exports data

Clicking on this button will display the exports data entry Page 2

COMMENTS

This screen will allow user to select exports destination county and time period to enter exports data.

[standard footer]



2.6 DISPOSAL REPORTING: EXPORT DATA ENTRY PAGE 2

1



8.14 Disposal Reporting: Monitor Data Entry Compliance

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

AI

4/2003

Calabasas LandFill	4/2003	Waste Origin Form	

COMMENTS

This screen will allow Disposal Reporting User to monitor who has/has not submitted required forms and take appropriate action.

About SWIMS
Facility Form Entry
Facility Data Admin
DRS Report
Solid Waste Management
CUP/FOC Tracking
Facility Search
GDD Administration
Franchise Administration
Reports
Publication
General Information
Customer Support
Site Admin

Quick Links

Sample Link

[standard footer]



8.15 Disposal Reporting: Maintain Community List

Proposed Schematics for SWIMS - Phase III System Requirements Study

2.8 DISPOSAL REPORTING: MAINTAIN COMMUNITY LIST

Select

About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publication

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

1	West Covina
2	Community 1
3	Community 2

Click to Edit Name


[standard footer]

COMMENTS

This screen will allow Disposal Reporting User to administer communities for unincorporated area for the purpose of entering reports data.



8.16 Add/Edit Community

Proposed Schematics for SWIMS - Phase III System Requirements Study		
2.9 ADD / EDIT COMMUNITY		
<div> <input type="text"/> Select <input type="text"/></div> <div>About SWIMS Facility Form Entry Facility Data Admin DRS Report Solid Waste Management CUP/FOC Tracking Facility Search GDD Administration Franchise Administration Reports Publication General Information Customer Support Site Admin</div> <div>Quick Links Sample Link</div>	<div>HOME DPW FAQ CONTACT US SITE MAP LOG IN</div> <div><input type="text"/> <input type="text"/> <input type="text"/></div> <div>If coming from Add New link, textbox will be blank. If coming from Edit Community link, textbox will be populated with community name.</div> <div>[standard footer]</div>	<div>COMMENTS</div> <div>This screen will allow Disposal Reporting User to add/edit communities for unincorporated area for the purpose of entering exports data.</div>



8.17 Disposal Reporting: Maintain Export County List

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

1	Orange
2	Riverside
3	Export County 1

Click to Edit Name

2.10 DISPOSAL REPORTING: MAINTAIN EXPORT COUNTY LIST

About SWIMS
Facility Form Entry
Facility Data Admin
DRS Report
Solid Waste Management
CUP/FOC Tracking
Facility Search
GDD Administration
Franchise Administration
Reports
Publication
General Information
Customer Support
Site Admin

Quick Links

Sample Link

COMMENTS

This screen will allow Disposal Reporting User to administer counties for entering exports data.


[standard footer]

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8.18 Add/Edit County


Proposed Schematics for SWIMS - Phase III System Requirements Study		
2.11 ADD / EDIT COUNTY		
<div> <div>Select</div> <div>About SWIMS Facility Form Entry Facility Data Admin DRS Report Solid Waste Management CUP/FOC Tracking Facility Search GDD Administration Franchise Administration Reports Publication General Information Customer Support Site Admin</div><div>Quick Links Sample Link</div></div>	<div>HOME DPW FAQ CONTACT US SITE MAP LOG IN</div> <div><div></div><div>If coming from Add New link, textbox will be blank. If coming from Edit County link, textbox will be populated with county name.</div></div> <div>[standard footer]</div>	<div>COMMENTS This screen will allow Disposal Reporting User to administer counties for entering exports data.</div>



8.19 Facility Search

Proposed Schematics for SWIMS - Phase III System Requirements Study

3.12 FACILITY SEARCH

HOME DPW FAQ CONTACT US SITE MAP LOG IN		COMMENTS
 <input type="text"/> <input type="button" value="Select"/>	<div><input type="button" value="Select a Facility"/> <input type="text"/> <input type="button" value="Address Entry"/> <input type="button" value="Select a Facility"/> <input type="text"/> <input type="button" value="Address Entry"/></div>	This screen will allow user to search for facility information and use GIS functionality to visually view facility information.
<div>About SWIMS Facility Form Entry Facility Data Admin DRS Report Solid Waste Management CUP/FOC Tracking Facility Search GDD Administration Franchise Administration Reports Publications General Information Customer Support Site Admin</div> <div>Quick Links Sample Link</div>		
[standard footer]		




8.20 DRS Reports

Clicking on the report name will take the User to the page which has the list of parameters and criteria to generate ad hoc reports.

Clicking on the report name will take the User to the page which has the criteria for the report

6.2 DRS Reports



Select

About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publication

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Clicking on the report name will take the User to the page which has the list of parameters and criteria to generate ad hoc reports.

Clicking on the report name will take the User to the page which has the criteria for the report

[standard footer]

COMMEDIA

Sample list


Disposal

Reports



8.21 Facility Database Reports

6.5 Facility Database Reports



About SWIMS

Facility Form Entry

Facility Data Admin

DRS Report

Solid Waste Management

CUP/FOC Tracking

Facility Search

GDD Administration

Franchise Administration

Reports

Publication

General Information

Customer Support

Site Admin

Quick Links

Sample Link

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

Clicking on the report name will take the User to the page which has the criteria for the report

[standard footer]

COMMENTS

Sample list of Facility Reports



8.22 Ad Hoc Report Sample

6.9 AD HOC Report Sample

HOME | DPW | FAQ | CONTACT US | SITE MAP | LOG IN

These are the conditions User has to enter to generate report.

Select Jurisdiction
ADELANTO
AGOURA HILLS
ALMEDA

Select Facility
ANTELOPE VALLEY PUBLIC
BRAND PARK LANDFILL
AGOURA HILLS

Clicking on this button will generate the report

Clicking on this button will generate an Excel format of the report

Clicking on this button will generate PDF report

COMMENT:
Sample of Ad Hoc Report

About SWIMS
Facility Form Entry
Facility Data Admin
DRS Report
Solid Waste Management
CUP/FOC Tracking
Facility Search
ODD Administration
Franchise Administration
Reports
Publication
General Information
Customer Support
Site Admin

Quick Links
Sample Link

[standard footer]

[illegible]

[illegible]



Appendix E: List of EPD Participants

The following were the list of interviewees (listed in alphabetical order of last names) who participated in the JAD sessions held at the County offices for this Requirements Analysis Study & Definition between April 21st and April 30th.

Sl. No.	Name	Organization
1.	Martins Aiyetiwa	SWIMS PM
2.	Paul Alva	Franchise/HHW
3.	Siya Araumi	FOC/CUP
4.	Bob Barker	Solid Waste Management Fee
5.	Kathy Chang	EPD/SWIMS
6.	Mark Cheung	GDD
7.	George De La O	Waste Haulers
8.	Seiko Fujikuro	EPD/SWIMS
9.	Kimberly Fung	EPD/SWIMS
10.	Anna Gabriel	HHW
11.	Wayne Gotanda	ITD/HHW DB Manager
12.	Elsy Gutierrez	Franchise
13.	Stacey Haro	Waste Haulers
14.	Brandy Jakobsen	Franchise
15.	Shirley Lin	ITD/SWIMS
16.	Azam Popalzai	FAS Coordinator
17.	William Reoch	ITD/SWIMS
18.	Coby Skye	Waste Haulers
19.	Subodh Sinha	Facility Database
20.	Evelyn Su	ITD/SWIMS
21.	Alex Villarama	ITD/GIS Contact



9 Appendix F: List of Relevant Documents Provided

- ITD Documentation
 - ADA Standards
 - Web Standards Guidelines
 - Network Topology
 - Browsing Requirement
- Prior Project Documentation
 - Hardware and Software Recommendations Document
 - System Specification Document – Version 1.1 for SWIMS
 - User Requirement Report – Project Definition Study
 - Conceptual Solution Report – Project Definition Study
 - System Requirements List – Version 1.2
 - SWIMS – Phase II Data Model
- EPD Publications
 - Annual Garbage Collection and Disposal Service Fees Report (Fiscal Year 2003-2004)
 - 2000 Annual Report – LA County Unincorporated Areas Source Reduction and Recycling Element Household Hazardous Waste Element and Non-disposal Facility Element
 - Los Angeles County Integrated Waste Management Plan – 2000 Annual Report on the Countywide Summary Plan and Countywide Siting Element
 - Los Angeles CountyWide Siting Element
- General Documents
 - SWIMS Schematic
 - Organization Chart
 - Unincorporated Areas within the County of Los Angeles
 - Publication Price List
 - Use Codes and City Abbreviations
- Disposal Reporting
 - Recycling Stats
 - Sample Letters
 - Monthly Waste Origin Letters
 - Compliance with Waste Collector Requirements
 - Chapter 20.72 Waste Collector Permits
 - Non Disposal and Transformation Facility Operator and Owner Information
 - Land Facility Operator and Owner Information
 - Solid Waste Hauler Information
 - The County of Sanitation District's Pilot Waste Verification Program
 - Summary Table of Misallocated Waste to the Unincorporated Areas
- Forms
 - Form A
 - Form B
 - Form C
 - Origin Survey Form 7



-
- Origin Survey Form 8
 - Origin Survey Form 10
 - Origin Survey Form 11
 - Origin Survey Form 13



10 Appendix G: List of Reference Documents

(The following attachments are reference documents for the Business Requirements).

Item Number	Document Title	Location
1.	Monthly Solid Waste Monitoring and Reporting Form	DRS (Landfills and Transformation Facilities)
2.	Form 7	DRS (Transfer Station)
3.	Los Angeles Unincorporated Areas 2003 Recycling Statistics	DRS (Transfer Station)
4.	Monthly Monitoring and Reporting Forms	DRS (Transfer Station) Forms for Material Recovery Stations.
5.	Bi-Annual Solid Waste Monitoring and Reporting Form	DRS (Transfer Station)
6.	Form C	DRS (Waste Haulers)
7.	Sample Letter	DRS (Waste Haulers) Sent out to a Waste Hauler for non-compliance of origin data reporting
8.	County of Los Angeles 1996 Building Code	Facility/Hauler Information Management
9.	Power Point Presentation for Landfill Gas Protection Policy	Facility/Hauler Information Management
10.	Sample Fact Sheet	Content Administration Contains Map for a facility
11.	Index of Solid Waste and Liquid Industrial Waste Disposal Sites for 630 Series Coordinate Base Maps.	Content Administration
12.	Excel Spreadsheet	Content Administration Containing sample account information maintained

**GUIDELINES FOR
TRANSFER/PROCESSING FACILITY
WASTE ORIGIN VERIFICATION PROGRAM
FOR
UNINCORPORATED COUNTY OF LOS ANGELES**

1. INTRODUCTION

The County of Los Angeles Department of Public Works (Public Works) in coordination with the County Sanitation Districts of Los Angeles County (Sanitation Districts) is implementing a waste origin verification program for transfer/processing facilities that transport solid waste collected in the County unincorporated areas to the Puente Hills Landfill for disposal. This waste origin verification program is part of, and complements the new Waste Disposal Origin Reporting System (Reporting System) implemented at the Puente Hills Landfill by the Sanitation Districts beginning March 29, 2004.

The Reporting System is a requirement of a Conditional Use permit for the site issued by the County of Los Angeles Regional Planning Commission on December 18, 2002. In compliance with this requirement the Sanitation Districts adopted an ordinance establishing the Reporting System at the Puente Hills Landfill which became effective January 30, 2004. The ordinance and instructions for implementation of the Reporting System and instructions are available at www.puentehillslandfill.org.

The Reporting System is being implemented in two Phases.

a) Phase 1

Phase 1 of the reporting system applies to all customers of the Puente Hills Landfill who both:

- i. deliver refuse (does not apply to green waste, asphalt, or dirt loads) to the Puente Hills Landfill weighing greater than one (1.0) ton; and
- ii. deliver refuse loads that do not come directly from transfer stations or processing facilities

Phase 1 has been implemented by the Sanitation Districts and became effective on March 29, 2004. All necessary information in regards to implementation of Phase 1 of this Reporting System may be found at: www.puentehillslandfill.org.

b) Phase 2

Phase 2 of the reporting system is designed to function in concert with Phase 1. This Phase applies to all customers of the Puente Hills Landfill

EXHIBIT B.3

who deliver refuse loads from transfer stations/material recovery facilities (TS/MRF) to the Puente Hills Landfill.

Phase 2 will be implemented by Public Works in coordination with the Sanitation Districts as described below under **The Reporting System (Phase 2)**. Phase 2 will become effective on October 26, 2004.

All necessary information in regards to implementation of Phase 2 of this Reporting System are available at the Los Angeles County solid waste disposal reporting system website at: www.solidwastedrs.org.

2. THE REPORTING SYSTEM (PHASE 2)

Phase 2 of the Reporting System provides Public Works with additional data on the origin of the waste delivered to the Puente Hills Landfill for disposal. Public Works will verify the accuracy of this data in its efforts to comply with the requirements under State law (AB 939), and as provided under Condition No. 53 of the Puente Hills Landfill Conditional Use Permit 02-027-(4). Any TS/MRF operator who fails to comply with the requirements of the Reporting System will be subject to surcharges and/or suspension of disposal privileges at the Puente Hills Landfill. Phase 2 will be implemented in two steps.

a) Step 1

All TS/MRF operators must require their customers to present a completed **Waste Origin Report Form** (Report Form) at the scales every time they use the TS/MRF. This also applies to any TS/MRF that has its own waste collection operation. A copy of the Report Form with instructions is available at the Los Angeles County solid waste disposal reporting system website at: www.solidwastedrs.org. The following information is required to complete the Report Form:

- i. waste hauler's company name and contact information
- ii. the names of the cities or unincorporated areas where the refuse originated with a breakdown, by weight of the refuse originating from each city or unincorporated area
- iii. type of load—residential, commercial, or mixed (both residential and commercial)
- iv. collection site addresses—this includes a listing of each stop in the collection route with a site address including city or unincorporated area of origin
- v. Pre-registration of collection routes. For regular collection routes, users of the TS/MRF may pre-register with Public Works their collection route data in order to avoid submitting lengthy address lists each time they use the TS/MRF. To pre-register the collection routes, all pertinent information, i.e., exact addresses with the name of the city and/or

EXHIBIT B.3

jurisdiction, zip code, and the route number, etc., must be submitted no later than October 4, 2004, to:

County of Los Angeles
Department of Public Works
Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460
Attn: Siya Araumi

The identifying name or number of the approved pre-registered route(s) will be provided by the Director of Public Works to each TS/MRF operator. If the information on a pre-registered route changes, Public Works must be notified of the change immediately.

The Sanitation Districts has established a procedure for registration of collection routes. Public Works is adopting the same procedure for this program except that the pre-registration information shall be submitted directly to Public Works. A copy of this procedure with instructions is available on the Puente Hills Landfill website at www.puentehillslandfill.org, and at the Los Angeles County solid waste disposal reporting system website at: www.solidwastedrs.org. The Report Form must be completed **before** the load arrives at the TS/MRF. It is the responsibility of each TS/MRF operator to ensure that a completed Report Form is submitted by each waste hauler at the scale house.

b) Step 2

All TS/MRFs must submit to Public Works a completed ***Disposal Quantity Reporting Form for the County of Los Angeles Unincorporated Areas*** (Form D) on a monthly basis. A copy of Form D is available by contacting the Environmental Programs Division at (626) 458-XXXX, or by visiting the Los Angeles County Solid Waste Disposal Reporting System website at www.solidwastedrs.org. The following information is required to complete Form D:

- i. TS/MRF's company name and contact information
- ii. transaction number (to be assigned by TS/MRF operator)
- iii. the names of the unincorporated County areas with zip codes where the refuse originated with a breakdown, by weight of the refuse originating from each unincorporated area
- iv. matching Thomas Brother's Map page and grid numbers
- v. type of load—residential, commercial, or mixed (both residential and commercial)

Each TS/MRF has until the 30th day of the month following the reporting period to make corrections to the information submitted on Form D by

using the *Notice of Change in Waste Origin Information Form* (Form E). A copy of Form E is available by contacting the Environmental Programs Division at (626) 458-XXXX or by visiting the County of Los Angeles solid waste disposal reporting system website at www.solidwastedrs.org.

Failure to provide a completed and accurate Form D by the 15th day of the month following the reporting period will result in levy of a non-refundable surcharge as described below under **Penalties for Violations**.

3. TIMETABLE FOR REPORT SUBMITTAL

The reporting period is from the first day of each month to the last day of that month. Form D is due to Public Works by the 15th day of the month following the reporting period. Form E may be submitted anytime after submittal of Form D until the 30th day of the month following the reporting period. No corrections or modifications will be allowed after that day.

4. VERIFICATION PROCESS

Information provided under this program will be verified by Public Works for accuracy by:

- i. checking every address for loads identified as originating in the unincorporated communities of the County of Los Angeles for correct designation of jurisdiction
- ii. random selection of waste loads to establish that the waste hauler/transfer station/MRF has a Business Relationship with the addresses identified on Forms D or E

5. EVIDENCE OF A BUSINESS RELATIONSHIP

It is the responsibility of each TS/MRF operator to ensure that its customers provide accurate and verifiable information under this program. Periodically, the Director of Public Works may request a waste collector/hauler or TS/MRF operator to substantiate that its customers or its own waste collection operation (if any) have an established business relationship with the owner or user of the property indicated as the origin of the refuse on Form D or Form E. This information will be verified by Public Works' staff. This information must be made available for verification at the waste collector's place of business within the County of Los Angeles. If such records are not available on the day of audit, the waste collector will have ten business days from that date to submit the requested information. This evidence shall be in the form of a signed contract for services, paid invoices, payment receipts, franchise agreement, or other written proof as deemed appropriate by the Director of Public Works. Failure to provide this information by the waste collector within ten business days will result in levy of a non-refundable penalty against a waste collector/hauler or the TS/MRF who

accepted the waste from that waste collector as described below under **Penalties for Violations**. This failure also will result in suspension of the TS/MRF's disposal privileges at the Puente Hills Landfill as described below under **Progression of Suspension**.

6. **FREQUENCY OF AUDITS**

At least once a month or any other period as determined by the Director of Public Works as adequate to ensure the accuracy of data submitted.

7. **VIOLATIONS**

- a) Any waste collector/hauler and/or TS/MRF who fails to accurately provide all of the required information on Forms D and E, shall be in violation of this Program. Upon notification by the Director of Public Works, the credit account of the TS/MRF operator at Puente Hills Landfill will be charged as described below under **Penalties For Violations**.
- b) It is a violation of this program for any TS/MRF operator to accept a waste load from a waste collector/hauler for processing which will subsequently be delivered to the Puente Hills Landfill, if the waste collector/hauler does not have an approved pre-registered route list, or fails to provide accurate and complete information on the Report Form, required to be submitted to Public Works and/or the Sanitation Districts. Upon notification by the Director of Public Works, the credit account of the TS/MRF operator at Puente Hills Landfill will be charged as described below under **Penalties For Violations**.
- c) Failure to substantiate the business or other relationship for the collection of refuse with the owner or user of the property which is indicated as the origin of the refuse on Forms D or E as requested by the Director of Public Works within ten business days of the request shall be in violation of this Program. Upon notification by the Director of Public Works, the credit account of the TS/MRF at the Puente Hills Landfill will be charged as described below under **Penalties For Violations**.
- d) Any person submitting false or misleading information under this program to Public Works shall be subject to the penalties as described below under **Penalties For Violations**.

8. **PENALTIES FOR VIOLATIONS**

A surcharge of \$5 per ton will be assessed against the credit account of the TS/MRF or waste collector/hauler at the Puente Hills Landfill for failing to submit a completed Form D (and Form E, if any) on a timely basis as specified under **Timetable for Report Submittal**. This surcharge will also be assessed if the TS/MRF fails to provide accurate information, or provide proof of a business relationship. The surcharge will be applied to the total tonnage of waste

assigned to the County unincorporated areas for the entire reporting period (one month). Payment of surcharges will not release the TS/MRF or waste collector/hauler from losing its disposal privileges at the Puente Hills Landfill. The surcharge will automatically be taken out of the TS/MRF's account at the Puente Hills Landfill upon notification by the Director of Public Works to the Chief Engineer and General Manager of the Sanitation Districts.

9. PROGRESSION OF SUSPENSION

In addition to the surcharge listed under **Penalties for Violations**, and at the sole discretion of the Director of Public Works upon notification to the Chief Engineer and General Manager of the Sanitation Districts, the following progression of suspensions applies to all TS/MRF using the Puente Hills Landfill for disposal of their wastes and who fail to provide an accurate Report Forms D and/or E, or "evidence of a business relationship" within the specified time frame:

- i. The first violation will result in a suspension of disposal privileges at the Puente Hills Landfill for up to two (2) weeks.
- ii. The second violation will result in a suspension of disposal privileges at the Puente Hills Landfill for up to four (4) weeks.
- iii. Each additional violation will result in a suspension of disposal privileges at the Puente Hills Landfill for up to twenty-six (26) weeks.

In addition, any person submitting false or misleading information to the County shall be guilty of a misdemeanor and subject to penalties as provided by law.

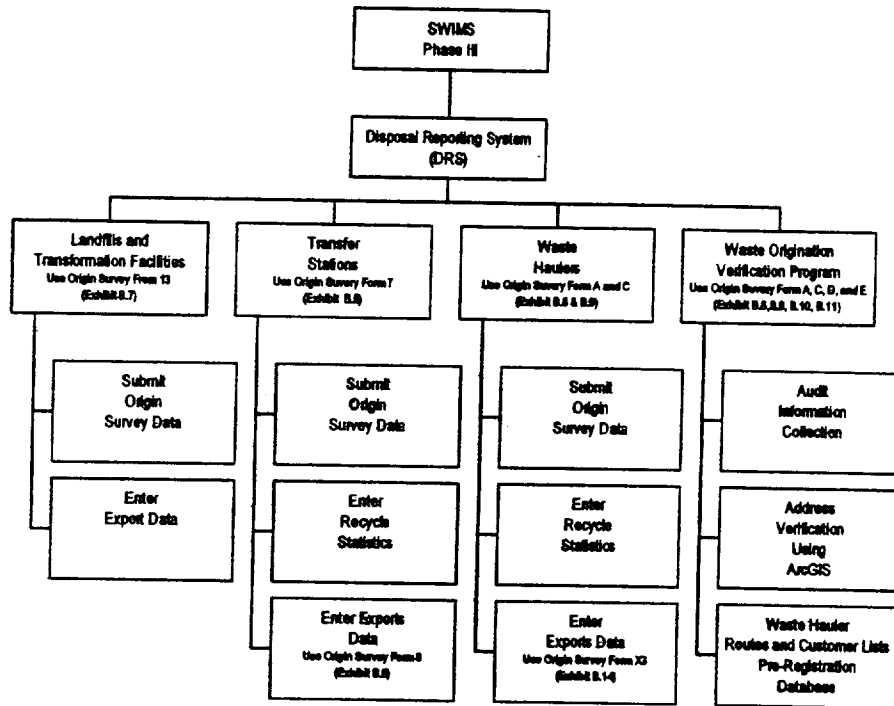
10. HEARING AND APPEALS

Within ten (10) days of the date of notification, any person who has been penalized and has paid the required surcharge, and whose disposal privileges have been suspended at the Puente Hills Landfill, may make a written request for a hearing with Public Works. Any person that does not agree with the decision of the hearing officer may appeal to the Director of Public Works. All appeals and written requests for hearing must be directed to:

Shari Afshari
Assistant Deputy Director
County of Los Angeles Department of Public Works
Environmental Programs Division
PO Box 1460
Alhambra, CA 91802-1460

EXHIBIT B.4

Schematic Diagram Solid Waste Information Management System Phase III (SWIMS III)



Current SWIMS II Functions

Functions to be built in SWIMS Phase III



Los Angeles County Department of Public Works, Environmental Programs Division (800) 320-1771

MONTHLY DISPOSAL QUANTITY REPORTING FOR USE BY SOLID WASTE STATION OPERATORS ORIGIN SURVEY FORM 7

(For use only by receiving facilities located in California)

Calendar Year: _____

Period of Report: (Check one only):

Jan. ☐, Feb. ☐, March ☐, April ☐, May ☐, June ☐, July ☐, Aug. ☐, Sept. ☐, Oct. ☐, Nov. ☐, Dec. ☐

Station Name: _____ Station SWIS No.: _____

Station Address: _____

Station Contact Person: _____ Signature: _____

Phone No.: _____ - _____ - _____

Frequency of Survey (Check one only): Daily ☐ Other ☐ (attach explanation)

Method used to allocate waste tonnage to jurisdiction (Check one only): Actual received ☐ Other ☐ (attach explanation)

NAME OF JURISDICTION OF WASTE ORIGIN AND TONNAGE

C=City U=County Unincorporated Area (Indicate one)

Enter "C" or "U"	Name of Jurisdiction	Quantity of Waste Received (tons)	Quantity Separated Material (tons)		Quantity Shipped Off-site to Solid Waste Disposal Facilities (tons)		
			Recycled	Composted	Transformed	Alternative Daily Cover	Landfilled
TOTAL							

List the name and address of each solid waste disposal facilities used and tonnage delivered:

Notes:

1. This form should be used by all Solid Waste Station owners/operators operating in Los Angeles County.
2. No later than four weeks after the end of each calendar quarter, the Solid Waste Station owner/operators shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, CA 91802-1460.
3. "Solid Waste Station" denotes all transfer or processing station, material recovery facilities, and composting facilities as permitted by the applicable Local Enforcement Agency and/or the California Integrated Waste Management Board, and does not include disposal (landfill and transformation) facilities.
4. A copy of this form must be retained by the Solid Waste Station owner/operator for a period of three years. This form must be made available for review, upon request during business hours.

MONTHLY
DISPOSAL QUANTITY REPORTING
FOR USE BY SOLID WASTE STATION OPERATORS
ORIGIN SURVEY FORM 8
(For use only for waste exported from California)

Printed on Recycled Paper

Los Angeles County Department of Public Works, Environmental Programs Division (800) 320-1771

**MONTHLY
PROPOSED DISPOSAL QUANTITY REPORTING FOR USE BY LANDFILL OWNERS/OPERATORS
ORIGIN SURVEY FORM 13**

Calendar Year: _____

Period of Report (Check one only): Jan. ☐, Feb. ☐, March ☐, April ☐, May ☐, June ☐, July ☐, Aug. ☐, Sept. ☐, Oct. ☐, Nov. ☐, Dec. ☐

Facility Name: _____ Facility SWIS No.: _____ Facility Address: _____

Facility Contact Person (print): _____ Signature: _____ Phone No.: _____

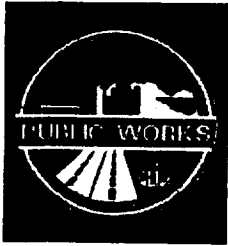
Frequency of Survey (Check one only): _____ Daily ☐ _____ Other ☐ (attach explanation) _____

Total Tonnage of waste landfilled in the quarter as reported to the California Board of Equalization: _____ tons

NAME OF JURISDICTION OF WASTE ORIGIN AND TONNAGE
C=City U=County Unincorporated Area (Indicate one)

[illegible]**Votes:**

1. This form should be used by all landfill owners/operators operating in Los Angeles County.
2. The landfill owner/operator shall complete this form for each month in the quarter and forward them, no later than four weeks after the end of each calendar quarter, to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 14600, Alhambra, CA 91802-1460.
3. A copy of this form and all data used to complete this form must be retained by the landfill owner/operator for a period of three years and must be made available for review during business hours when solid waste is shipped out of California.
4. DPWFORM13 04/04
- Printed on Recycled Paper
- B:\SWMS\NHC\ref\Exhibit 87 - Form 13.doc



NOTICE OF CHANGE IN WASTE ORIGIN INFORMATION FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS FOR USE BY SOLID WASTE DISPOSAL FACILITY AND/OR TRANSFER STATION OWNERS/OPERATORS FORM A

Calendar Year: _____
Period of Report: (Check one only):

Jan. ☐, Feb. ☐, March ☐, April ☐, May ☐, June ☐, July ☐, Aug. ☐, Sept. ☐, Oct. ☐, Nov. ☐, Dec. ☐

Facility Name: _____ Facility SWIS No.: _____
Facility Address: _____
Facility Contact Person: _____ Signature: _____
Phone No.: _____ - _____ - _____

Changes requested by (Check one only): Waste hauler ☐ Solid Waste Facility ☐

Name: _____
Address: _____
Waste Collector's Permit No.: _____ Facility SWIS No.: _____

Note to Transfer Station Operators:

A separate form is to be used for reporting request(s) for each waste hauler.

Date of Transaction	Proposed Change to Jurisdiction of Origin		TOTAL SOLID WASTE QUANTITIES FOR THE MONTH (TONS)			
	FROM (Previously Reported Jurisdiction)	TO (Los Angeles County Unincorporated Community Name)	Residential		Commercial (Non-Residential)	
			Previous	New	Previous	New
TOTAL						

For use by Transfer Stations Only:

List the name and the address of each solid waste disposal facility used and tonnage delivered: _____

Notes:

1. This form must be used by solid waste disposal facility and/or transfer station owners/operators operating in Los Angeles County to report any changes requested by a hauler or a solid waste facility operator/owner to a previously submitted Origin Survey information for the unincorporated areas in Los Angeles County.
2. This form must be completed within 5 working days after a change is made to the waste origin information involving the Los Angeles County unincorporated areas. The completed form is to be forwarded to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.
3. A copy of this form and the data used to complete this form must be retained by the solid waste disposal facility and transfer station owners/operators for a period of three years, and shall be made available for review during business hours.



**MONTHLY
DISPOSAL QUANTITY REPORTING
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
For Use by Solid Waste Enterprises/Waste Haulers
Form C**

Calendar Year: _____
Period of Report: (Check one only):

Jan. ☐, Feb. ☐, March ☐, April ☐, May ☐, June ☐, July ☐, Aug. ☐, Sept. ☐, Oct. ☐, Nov. ☐, Dec. ☐

Hauling Company Name: _____
Facility Address: _____
Facility Contact Person (print): _____ Signature: _____
Phone No.: _____
Hauling Company Waste Collection Permit No. issued by L.A. County Dept. of Health Services: _____
Explain, if the company does not have a Waste Collector Permit: _____

Driver's Name/Person delivering Waste: _____

Frequency of Survey (Check one only): Daily ☐ Continuous ☐ Other ☐ (attach explanation)

Date	Name of Unincorporated Community	Thomas Bros. Map Page & Grid No.	TOTAL SOLID WASTE QUANTITIES FOR THE MONTH (TONS)		SOLID WASTE FACILITY USED FOR DISPOSAL		
			Residential	Commercial (Non-Residential)	Name of Facility	Beneficial Use	Landfilled
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
TOTAL							

Notes:

1. This form must be used by solid waste enterprises/waste haulers operating in Los Angeles County to quantify the amount of solid waste collected from customers in the Los Angeles County unincorporated communities on a daily basis.
2. No later than 10 days after the end of each calendar month, the solid waste enterprises/waste haulers shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.
3. A copy of this form and all data used to complete this form must be retained by the by facility owner/operator for a period of three years, and shall be made available for review during business hours.



EXHIBIT B.10
FORM D

Page ___ of ___

MONTHLY DISPOSAL QUANTITY REPORTING
FOR THE LOS ANGELES COUNTY UNINCORPORATED AREAS
FOR USE BY SOLID WASTE TRANSFER/PROCESSING STATIONS AND WASTE HAULERS

Reporting Period: _____

Transfer Station / Material Recovery Facility: _____

Facility Address: _____

Facility Contact Person (print): _____

Signature: _____

Date: _____

Phone No.: () _____ Waste Collection Permit No. issued by L.A. County Dept. of Health Services: _____

County Unincorporated Community			Hauler Name	Quantity of Waste Received			Total Recycled (Tons)	Total Waste Shipped Off-site for Disposal (Tons)	
Name	Zip code	Thomas Bros. Map Page & Grid No.		Pre-Registered Routes (Tons)	Non-Registered Routes (Tons)	Total Received (Tons)		Puente Hills Landfill	Other
TOTALS:									

Notes:

1. This Form must be used by any Transfer Station / Material Recovery Facility and/or any solid waste enterprise/waste hauler operating in Los Angeles County to quantify the amount of solid waste collected from customers in the Los Angeles County unincorporated areas every time they deliver such solid waste for disposal at a landfill.
2. No later than 15 days after the end of each reporting period (a calendar month), the Transfer Station / Material Recovery Facility and/or the solid waste enterprise/waste hauler shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.
3. A copy of this Form and all data used to complete this Form must be retained by the facility owner/operator for a period of three years, and shall be made available for review during business hours.
4. Make as many copies of this sheet as necessary to include all information.

Source: County of Los Angeles Department of Public Works, Environmental Programs Division, Telephone: (828) 458-4881, Fax: (828) 458-3593, Website: www.solidwastecol.org.

Created on 08/18/2004



**NOTICE OF CHANGE IN WASTE ORIGIN INFORMATION
FOR THE COUNTY OF LOS ANGELES UNINCORPORATED AREAS**

Reporting Period: _____

Transfer Station / Material Recovery Facility: _____

Facility Address: _____

Facility Contact Person (print): _____ Signature: _____

Phone No.: () _____

Waste Collection Permit No. issued by L.A. County Dept. of Health Services: _____

Date of Transaction	Transaction Number	Proposed Change to Jurisdiction of Origin						Hauler Name			
		From			To						
		Previously Reported Jurisdiction	Zip Code	Landfill used	Tonnage	Corrected Jurisdiction	Zip Code		Landfill used	Tonnage	
Totals:											

Notes:

1. This Form must be used by any Transfer Station / Material Recovery Facility and/or any solid waste enterprise/waste hauler operating in Los Angeles County to modify / change the amount of solid waste collected from customers in the Los Angeles County unincorporated areas previously reported under Form "D".
2. Transfer Stations / Material Recovery Facilities and/or any solid waste enterprise/waste hauler have until the 30th day of the month following each reporting period (a calendar month); to submit this form to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460. **NO SUBMITTALS WILL BE ALLOWED AFTER THAT DAY.**
3. A copy of this Form and all data used to complete this Form must be retained by the facility owner/operator for a period of three years, and shall be made available for review during business hours.

Source: County of Los Angeles Department of Public Works, Environmental Programs Division, Telephone: (626) 459-4981, Fax: (626) 459-3593, Website: www.solidwastedata.org.

Created on 08/18/2004



Los Angeles County Department of Public Works, Environmental Programs Division (800) 320-1771

Proposed
QUARTERLY
DISPOSAL QUANTITY REPORTING SUMMARY
FOR USE BY SOLID WASTE DISPOSAL FACILITY OPERATORS
ORIGIN SURVEY FORM X1

Calendar Year: _____

(1) Period of Report (Check one only):

1st Qtr. (Jan. – Mar.) ☐, 2nd Qtr. (Apr. – Jun.) ☐, 3rd Qtr. (Jul. – Sept.) ☐, 4th Qtr. (Oct. – Dec.) ☐

(2) Facility Name: _____ Facility SWIS No.: _____

Facility Address: _____

(3) Operator Name: _____

Operator Mailing Address: _____

Operator Telephone No.: _____ - _____ - _____

(4) Total tons of clean soil used as cover or for other on-site uses during the quarter: _____

(5) Total tons of solid waste accepted by the facility, excluding clean soil used on-site: _____

(6) Total tons of solid waste used on-site (for landfill) or identified for potential reuse (for transformation facility), separated as follows:

Separated for Beneficial Use/Salvage				Alternative Daily Cover							Alternative Intermediate Cover						
Asphalt/Concrete	Dirt	Processed Ash	Total	Green Waste	Auto Shred	C & D	Sludge	Tires	Ash	Total	Green Waste	Auto Shred	C & D	Sludge	Tires	Ash	Total

(7) Total tons of other solid waste sent off-site for reuse, recycling, or composting:

Off-Site Use			
Reuse	Recycled/Salvaged	Composting	Other

(8) Total tons of solid waste disposed at the landfill (for landfill only): _____

(9) Total tons of all solid waste underwent transformation (for transformation facility only): _____

C&D/inert debris	Designated waste	Disaster waste

(10) Total tons of untreated ash resulting from the transformation process (for transformation facility only): _____

(11) Total tons reported to the Board of Equalization subject to the fee pursuant to section 48000 of the Public Resources Code and section 45151 of the Revenue and Taxation Code (for landfill only): _____

(12) For landfills only, please fill out either (a) or (b) below:

- (a) Estimated in-place density achieved at the landfill (in pounds of waste per cubic yard of waste): _____
Estimated waste-to-cover ratio used at the landfill during the quarter: _____
- (b) The airspace utilization factor (tons of waste per cubic yard of landfill airspace): _____

(13) Method(s) used to determine jurisdiction of origin and amounts of waste:

- (a) Description of the origin survey method and frequency used at the facility: _____

- (b) Percentage of the disposed tons of waste based on volumetric conversion factors rather than actual weight measurements: _____

Notes:

1. Use one form for each facility.
2. This form should be used by all Solid Waste Landfill and Transformation Facility owners/operators operating in Los Angeles County.
3. No later than two months after the end of each quarter, the facility owner/operator shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.
4. A copy of this form must be retained by the facility owner/operator for a period of three years. This form must be made available for review, upon request during business hours.

DPWFORMX1 10/04

Printed on Recycled Paper



Los Angeles County Department of Public Works, Environmental Programs Division (800) 320-1771

**Proposed
ANNUAL
DISPOSAL QUANTITY REPORTING METHODS
FOR USE BY SOLID WASTE STATION AND
DISPOSAL FACILITY OPERATORS
ORIGIN SURVEY FORM X2**

Calendar Year: _____

(1) Facility Name: _____ Facility SWIS No.: _____

Facility Address: _____

(2) Operator Name: _____

(3) Operator Mailing Address: _____

(4) Operator Telephone No.: _____ - _____ - _____

(5) Operator Email (if available): _____

(6) No. of Scales: _____ Type of Scales: _____

(7) Volumetric Conversion Factors used for each vehicle type:

Volumetric Conversion Factors	Vehicle Type	Method used to determine the Conversion Factors

(8) Frequency of Survey (Check one only): Daily ☐ Continuous ☐ Other ☐ (attach explanation)

(9) Method(s) used to determine jurisdiction of origin, including the questions gatehouse attendants ask haulers:

(10) Method(s) used to verify origin information, if applicable: _____

(11) Method(s) used to track C&D debris/inert debris loads, if applicable: _____

(12) Method(s) used to track disaster waste loads, if applicable: _____

(13) Method(s) used to determine jurisdiction allocations, if applicable:

a) Method used to determine jurisdiction of origin allocation percentages:

b) Percentage of annual tons of waste for each jurisdiction that were assigned based on survey week data:

Jurisdiction	% of Annual Tons of Waste

(14) Restrictions on which jurisdictions may use the facility: _____

(15) Differences in facility tipping fees based on jurisdiction of origin: _____

(16) Computer program(s) or method used to track waste tonnage and origin information: _____

(17) Facility operation days & hours (including all significant variations in the schedule during the reporting year): _____

(18) Designated waste types accepted and method(s) of tracking designated wastes, if applicable (landfills & transformation facility only): _____

(19) Method(s) used to track the amounts of alternative daily cover, alternative intermediate cover, and other beneficial reuse materials used at the facility (landfills only): _____

(20) For landfills only, please fill out either (a) or (b) below:

(a) Calculated in-place density achieved at the landfill (in pounds of waste per cubic yard of waste): _____
 Description of the method used to calculate in-place waste density achieved at the landfill: _____

Calculated waste-to-cover ratio used at the landfill: _____
 Description of the method used to calculate the waste-cover ratio(s) used at the landfill: _____

(b) The airspace utilization factor (tons of waste per cubic yard of landfill airspace): _____
 Description of the method used to calculate the airspace utilization factor: _____

(21) Final disposition of ash resulting from the transformation process, including the method of ash diversion, if applicable (transformation facility only): _____

Notes:

1. Use one form for each facility.
2. This form should be used by all Solid Waste Station, Landfill, and Transformation Facility owners/operators operating in Los Angeles County.
3. No later than two and a half months after the end of each calendar year, the station, landfill, and transformation facility owner/operator shall complete this form and forward it to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.
4. A copy of this form must be retained by the facility owner/operator for a period of three years. This form must be made available for review, upon request during business hours.

Proposed
QUARTERLY
DISPOSAL QUANTITY REPORTING FOR USE BY TRANSFER STATION OWNERS/OPERATORS
ORIGIN SURVEY FORM X3

(For use only for solid waste sent to another facility within California)

Calendar Year: _____

Period of Report (Check one only): 1st Qtr. (Jan. - Mar.) ☐ 2nd Qtr. (Apr. - Jun.) ☐ 3rd Qtr. (Jul. - Sept.) ☐ 4th Qtr. (Oct. - Dec.) ☐

Station Name: _____ Station SWIS No.: _____ Station Address: _____ Phone No.: _____

Station Contact Person (print): _____ Signature: _____

Frequency of Survey (Check one only): Daily ☐ Other ☐ (attach explanation)

Method used to allocate waste tonnage to jurisdiction (Check one only): Actual received ☐ Continuous ☐ Other ☐ (attach explanation)

Total Tonnage of waste accepted in the quarter: _____ tons

NAME OF JURISDICTION OF WASTE ORIGIN AND TONNAGE
C=City U=County Unincorporated Area (Indicate one)

[illegible]

Name and address of facility where waste was exported to: _____

Facility Contact Person: _____

Phone No.: _____

Notes:

- 1.
- 2.
- 3.
- 4.

This form should be used by all transfer station owners/operators operating in Los Angeles County who send solid waste to another facility within California.

The transfer station owner/operator shall complete this form for each quarter and forward them, no later than two and a half months after the end of each calendar quarter, to the Los Angeles County Department of Public Works, Environmental Programs Division, PO Box 1460, Alhambra, CA 91802-1460.

A copy of this form and all data used to complete this form must be retained by the transfer station owner/operator for a period of three years and must be made available for review during business hours when solid waste is shipped out of California.

DPWFORMX3 09/04

Printed on Recycled Paper

P:\epu\ENGL\PLAN\Claudia\SWMS\I\NE\Exhibit B14 - Form X3 - Qtr rpt for transfer station.doc

Proposed
QUARTERLY
DISPOSAL QUANTITY REPORTING
FOR USE BY SOLID WASTE STATION OPERATORS/WASTE HAULERS
ORIGIN SURVEY FORM X4
(For use only for waste exported from California)

Printed on Recycled Paper



**Waste Disposal Origin Reporting
System
Puente Hills Landfill**



WASTE ORIGIN REPORT FORM

For staff use only. <input type="checkbox"/> C,N,D Transaction # <input style="width: 150px;" type="text"/> Date <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/> / <input style="width: 30px;" type="text"/> 2004		
1. Account # <input style="width: 80px;" type="text"/> 3. Contact Person <input style="width: 200px;" type="text"/> 2. Company <input style="width: 350px;" type="text"/> 4. Tel <input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>		
5. Jurisdiction of Origin: You must provide the jurisdiction(s) of origin for the refuse in your load. If this load contains refuse from more than one jurisdiction, list the percentage(s) by weight from each jurisdiction. For the county unincorporated areas, enter "Los Angeles County" as the jurisdiction name.		
All spaces must be filled in	a. <input style="width: 550px;" type="text"/> <input style="width: 30px;" type="text"/> %	
	b. <input style="width: 550px;" type="text"/> <input style="width: 30px;" type="text"/> %	
	c. <input style="width: 550px;" type="text"/> <input style="width: 30px;" type="text"/> %	
	d. <input style="width: 550px;" type="text"/> <input style="width: 30px;" type="text"/> %	
	6. Type of Load: Check only one box <input type="checkbox"/> Residential (single family or multifamily) <input type="checkbox"/> Commercial <input type="checkbox"/> Mixed (residential and commercial)	
Provide information for #7 or #8	Collection Site Addresses: You must provide complete addresses for all of the locations from which you collected the refuse in this load, and you must clearly distinguish between an incorporated city and unincorporated areas of Los Angeles County. If a collection or service location is physically in an unincorporated area, enter Los Angeles County as the jurisdiction name. Select one of the following options (#7 or #8) to comply with this requirement.	
	7. <input style="width: 50px;" type="text"/> Route # . Enter your route number for this load (Allowed only if the route has been registered with the Sanitation Districts)	
	8. Or, enter the actual service addresses for this load below. Use another sheet if there are more than 3 service locations.	
	Street Address a. <input style="width: 550px;" type="text"/>	
	Jurisdiction (city name or Los Angeles County) Zip Code <input style="width: 550px;" type="text"/> <input style="width: 100px;" type="text"/>	
	Street Address b. <input style="width: 550px;" type="text"/>	
	Jurisdiction (city name or Los Angeles County) Zip Code <input style="width: 550px;" type="text"/> <input style="width: 100px;" type="text"/>	
	Street Address c. <input style="width: 550px;" type="text"/>	
	Jurisdiction (city name or Los Angeles County) Zip Code <input style="width: 550px;" type="text"/> <input style="width: 100px;" type="text"/>	
	DO NOT CHANGE OR ALTER THIS FORM. FAILURE TO FULLY PROVIDE COMPLETE AND ACCURATE INFORMATION WILL SUBJECT THE USER TO THE ASSESSMENT OF A SURCHARGE AND/OR THE LOSS OF DISPOSAL PRIVILEGES. For further assistance contact the Sanitation Districts of Los Angeles County by calling (662) 699-7411, or on the Web at www.puentehillslslandfill.org .	

[illegible]

Multiple Address Audit Form

Date: _____

Account Name: _____
Account Tel. Number: _____
Name of Person Contacted: _____
Unincorp. Area Reported by Driver: _____

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	

THE COUNTY SANITATION DISTRICTS' PILOT WASTE VERIFICATION PROGRAM

The Los Angeles County Department of Public Works (DPW) is currently working with the County Sanitation Districts (CSD) on a program which on a daily basis, randomly selects 10 solid waste loads whose drivers identify the unincorporated areas as the source of their waste. CSD staff are then contacting the hauling company that same day and requesting verification of where the waste load was collected. The data collected are then forwarded to DPW for review and verification. Below is a summary of the analysis of the program.

Summary

Analysis of Waste Verification Program Implemented by the County Sanitation District at the Puente Hills Landfill (August 14, 2001 thru January 31, 2002)

Analysis of All Audits: Number Percent (%)

Total number of audits:

Total number of audits with no response:

Total number of audits responded to:

Analysis of Audit Responses: Number Percent (%)

Total number of responses confirmed in the unincorporated area:

Total number of audits in the City of Los Angeles:

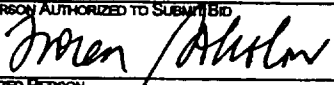
Total number of audits in all incorporated areas (excluding Los Angeles):

SCHEDULE OF PRICES AND TEN (10) PERCENT WITHHOLDS

The undersigned Bidder offers to perform the work described in the Invitation for Bids for the following price(s). The Bidder shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Invitation for Bids. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. This is a fixed price per deliverable Work Order. Each task group shall be priced and paid for separately. No out-of-pocket expenses are covered in this Work Order. All costs must be factored into the price of each deliverable including labor, materials, travel, parking, and administrative overhead. All price quotations must be for the full services described in Deliverables 1 through 7 so that the County can compare quotations on an equivalent basis. In addition, an amount of ten percent (10%) from the payment of each deliverable will be withheld for deferred payment until the end of the project when the last deliverable is fully accepted by the Department of Public Works.

PRICE QUOTATION

Deliverable No.	Description	Maximum Amount
1	Project Plan	\$ 2,800.00
2	Requirement Analysis <ul style="list-style-type: none"> • Project Plan • Evaluation of the Systems Requirement Analysis • Recommendations for Business Process Improvements Document 	\$10,500.00
3	Design Specifications <ul style="list-style-type: none"> • System Specifications Document • System Prototype, including screen and report mock ups 	\$ 18,000.00
4	Development <ul style="list-style-type: none"> • Source Code • Database Schemas (Entity Relationship Diagrams, Scripts, etc.) • Working System • Review and Demonstration of the developed system 	\$ 82,000.00
5	Testing <ul style="list-style-type: none"> • Test scripts, test data, and test results 	\$ 15,000.00
6	Implementation <ul style="list-style-type: none"> • Implementation Plan • Training materials and training session for each user groups • Online help details • Final system which meets all Deliverable 2 system specifications • Plus any mutually agreed changes 	\$ 25,000.00
7	Post-Implementation Support <ul style="list-style-type: none"> • "Bug fixes" • Documentation of modifications, "bug fixes," or enhancements made during post-implementation maintenance 	\$ 20,000.00
	Total Maximum Amount (sum of all Deliverables)	\$ 173,300.00

LEGAL NAME OF BIDDER PSOMAS		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID 		DATE 1/24/2005
TITLE OF AUTHORIZED PERSON CHIEF FINANCIAL OFFICER		
BIDDER'S ADDRESS 11444 WEST OLYMPIC BLVD., SUITE 750 WEST LOS ANGELES, CA 90064		
PHONE 310 954. 3700	FAX 310 954. 3777	E-MAIL Isokolow @ psomas . com

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY & ASSIGNMENT OF RIGHTS**

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of Work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of Work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

You may be involved with Work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information. In addition, you may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession. If you are to be involved in County Work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this Agreement as a condition of your Work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of the Agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this Agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause

harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

EXHIBIT G**TASK/DELIVERABLE ACCEPTANCE CERTIFICATE**

(Name and Address)		TRANSMITTAL DATE
TASK/DELIVERABLE ACCEPTANCE CERTIFICATE		CONTRACT NUMBER
		TITLE
FROM:	TO:	
 [Contractor] Project Director (Signature Required)	 County Project Director Department of Public Works	
<p>[Contractor] hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the Tasks and delivery of the Deliverables set forth below, including satisfaction of the completion criteria applicable to such Tasks and Deliverables and County's approval of the Work performed in connection with the achievement of such Task. [Contractor] further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with the Exhibit B (Statement of Work). County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance:		
NAME _____ SIGNATURE _____ DATE _____ County Project Director		

Distribution:

Original – Financial Services

Copy 1 - Contractor

Copy 2 - County Project Manager

Copy 3 - DPW Master Contract File

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, the tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

January 24, 2005

Department of Public Works
Environmental Programs Division
900 South Freemont Avenue
Alhambra, CA 91803

Attn: Shari Afshari

Psomas is extremely pleased to submit our bid to provide custom application programming, data integration, and web development services for Los Angeles County Department of Public Works' Solid Waste Information Management System (SWIMS). We strongly believe that our combination of experience and knowledge of solid waste and public works business processes, together with our highly trained programmers and database analysts, perfectly match the requirements of your project. The Department of Public Works has achieved considerable results to date with the SWIMS application, and we are prepared to assist you meet your remaining needs, and help you achieve your technology goals.

Psomas is one of the leading firms in the West specializing in spatially integrated information systems. Our expertise in Geographic Information Systems and relational database management systems, together with our commitment to helping our customers successfully implement business automation technologies, is widely recognized among public works professionals throughout the West. Our numerous awards and satisfied customers are the result of a commitment to one of our core values: we listen to our customer's needs, and help them successfully apply technology to their business requirements.

Psomas is a full service engineering and information services company, which means that behind all of our GIS and information technology staff are experienced engineers and public works professionals with deep hands-on knowledge of public works business processes. Whether land development, transportation infrastructure, water management systems or environmental management, we have experienced professionals who understand what you do, and how you do it. Backed by our staff of land use planners, transportation engineers, hydrologists, water resource planners, civil and environmental engineers, our GIS analysts have assisted countless public works agencies become successful in GIS and enterprise information systems. Our trained professionals work together with your staff to design and

implement solutions which reduce redundancy, increase productivity, and facilitate access to accurate information across your agency and beyond.

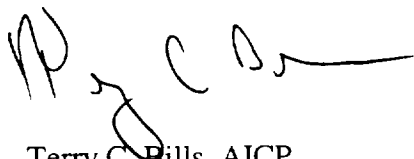
We bring the following key strengths to bear on your important needs:

- We have extensive experience in database design, and in database management systems. We strongly believe in the development of database management systems which are technologically appropriate for our customers, and as a result, we carefully assist our customers in defining their database requirements. We utilize the latest database design tools to make sure that your database management systems are robust, and scalable to meet your growing needs, but also are designed in such a way that they can be easily maintained over time.
- We bring strong expertise in custom application development, and in systems integration designed to bring your existing applications and data together in enterprise information systems, allowing you to better manage your infrastructural assets, and meet your business goals. We have considerable experience bringing together document management systems, engineering drawings and CAD and other information files into GIS, allowing you to provide wide ranging information in an integrated environment, which can be delivered to desktops, field data collection devices, or across the web.
- Our technical staff is trained in the latest technologies, (.NET, Visual Basic, C, C++, C#, ASP, Java, Java Script, Cold Fusion, COM/DCOM, XML, DHTML, SQL, etc.) in addition to all of the leading GIS software programs, so that we can always match your technical requirements. We place great emphasis on all of our analysts having a wide variety of skills, and in their participation in continuous professional development training.
- Our staff includes highly experienced web professionals, who have developed a large number of leading edge ArcIMS applications. They are thoroughly trained in building highly sophisticated web-based applications which are also highly stable and scalable. Because we want to maintain your reputation and credibility, we follow rigorous testing prior to any application being put into production.
- We follow highly structured design and build methodologies, to ensure that your applications are correctly built to your requirements, and that they successfully meet your goals. While such processes may appear "more expensive," they are designed to ensure that each and every one of your applications is successfully delivered. Your success is our highest corporate goal and value.

The proposed Project Coordinator, Mr. Terry C. Bills, will be the primary contact person for this proposal. He can be reached at (310) 954-3786 or via e-mail at tbills@psomas.com.

We will be pleased to answer any questions you may have on our proposal. I hope you consider our proposal favorably, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry C. Bills', with a long horizontal flourish extending to the right.

Terry C. Bills, AICP
GIS Team Leader
Psomas

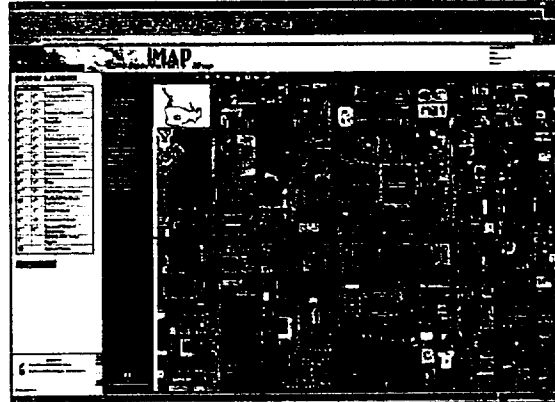


Psomas Capabilities and Experience

Corporate Overview

Founded in 1946, Psomas has grown into a leading consulting engineering firm providing services in information systems, surveying and mapping, transportation, land development, and water and natural resources services to public and private sector clients throughout the United States and internationally. Psomas is located throughout the West with offices in Los Angeles, Costa Mesa, Riverside, Sacramento, Santa Clarita, Phoenix, Tucson, Denver and Salt Lake City, Utah.

Psomas has developed Information System solutions for cities, counties, transportation agencies, utilities, and private sector firms. Our services include needs assessment, system requirements, system design and specifications, implementation and planning, system development, data conversion, training, and project management. Projects have ranged from small applications development to enterprise-wide system development. This diversity of clients, applications and project scope, addressed with a host of technologies, provides a strong foundation for addressing your project requirements.



Psomas brings a unique combination of technological expertise, business understanding, structured design methodologies, and successful project experience to our clients' projects. These skills have enabled Psomas to develop "holistic" solutions that give balanced consideration to not just technical solutions, but the interaction of people and process with strategy. Our understanding of city, county, and utility business activities coupled with core technology mastery, such as GIS, relational database management systems, GPS, CAD, Survey, and the Internet provide our key to successful project delivery.

Psomas has extensive GIS experience in most public works application areas. These include:

- Land Development
- Land Records Information Systems
- Parcel Mapping and Data Conversion Services
- Survey and Geodetic Control
- Transportation Engineering
- Roadway Mapping and Digital Asset Collection
- Linear Referencing Systems
- Pavement Management Systems
- Roadway Inventory Systems
- GIS based Water Infrastructure Management Systems
- GIS based Watershed and Drainage Management Systems
- GIS based Stormwater and Wastewater Systems



- GIS based NPDES Compliance
- GIS based Environmental Monitoring Systems
- GIS based Environmental Analysis and Modeling
- Sensitive Species, Vegetation and Wildlife Mapping
- GIS Integration with Permitting Systems
- GIS Integration with Document Management Systems
- GIS Integration with Work Order Management Systems

Behind each one of our highly trained GIS staff members stands our experienced engineers and public works professionals, with extensive hands-on knowledge of public works business processes. Backed by our staff of land use planners, transportation engineers, hydrologists, water resource planners, civil and environmental engineers, our GIS analysts have assisted countless public works agencies become successful in GIS and enterprise information systems. Because we understand the environment that most Public Works agencies operate in, we strive to design solutions that not only meet your technical requirements, but that seamlessly integrate with your existing business processes, to ensure successful implementation. We measure our success by our customers' success implementing GIS and automation technologies.

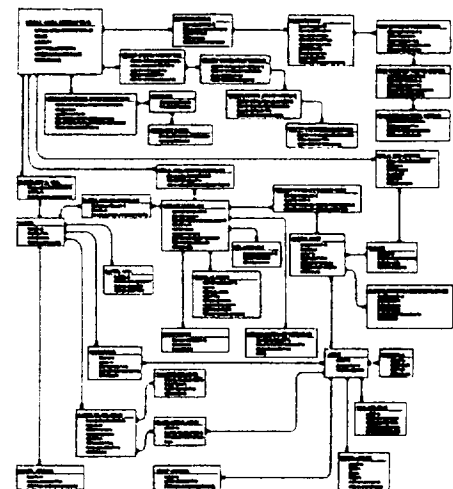
Psomas GIS / IT Services

- ♦ Strategic planning
- ♦ Implementation planning
- ♦ Application development
- ♦ Systems integration
- ♦ Data conversion
- ♦ Quality management
- ♦ Web solutions
- ♦ Project management
- ♦ Training and education
- ♦ Program management
- ♦ GIS expertise
- ♦ Workflow and BPR

Comprehensive GIS and Information Technology Skills:

For this project, the following key GIS and information technology capabilities are required:

GIS Data Management – Psomas has considerable skills across most major relational database management systems. We use industry standard data modeling tools, and have wide experience integrating disparate data sources into data warehouses and enterprise information systems. We have assisted a large number of agencies in migrating to modern relational database management systems, and in migrating to modern object-relational GIS systems such as ESRI's ArcGIS (Arc 8.x and 9) and SDE. Psomas has utilized sophisticated ETL tools in the creation of a number of data warehouses, and in the integration of GIS with existing financial management, document management, and maintenance management systems.



Applications Development – Psomas uses a standard application development methodology consisting of requirements definition, functional requirements, application design, development, testing, and deployment. We follow a structured development approach to ensure that all of your requirements are carefully met.



Our GIS technology focus is on standard, user-friendly products relaying on open development and database standards. Key database systems and development tools used for applications development include Oracle, SQL Server, MS Access, ASP, JavaScript, Cold Fusion, and HTML.

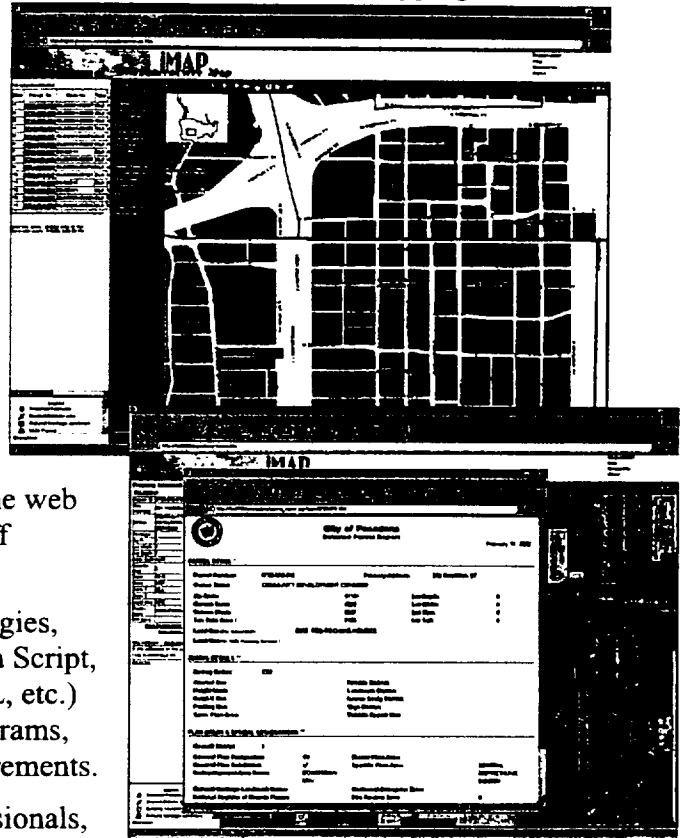
ArcIMS Experience – Psomas has more experience developing multi-functional web-based mapping applications than just about anyone in the West. More than simply developing a mapping web site, we believe that the most effective web based mapping applications are those which are seamlessly integrated into your existing business processes, or that deliver valuable services to the larger community.

We have delivered integrated permitting and document management systems through ArcIMS applications, as well as integrated document management together with geo-referenced engineering and as-built drawings in ArcIMS. From a single browser application, users can search on a location or event, generate maps, locate documents, or generate reports. These applications provide their agency staffs with access to mission critical information over the web on demand, thereby increasing efficiency and staff effectiveness.

Our technical staff is trained in the latest technologies, (.NET, Visual Basic, C, C++, C#, ASP, Java, Java Script, Cold Fusion, COM/DCOM, XML, DHTML, SQL, etc.) in addition to all of the leading GIS software programs, so that we can always match your technical requirements.

Our staff includes highly experienced web professionals, who have developed a large number of leading edge ArcIMS applications. They are thoroughly trained in building highly sophisticated web-based applications which are also highly stable and scalable. We follow highly structured design and build methodologies, to ensure that your applications are correctly built to your requirements, and that they successfully meet your goals. Because we want to maintain your reputation and credibility, we follow rigorous testing prior to any application being put into production.

We have an unmatched record in creating web based mapping applications. We design our applications to be intuitive, and simple to use for the non-technical user, and apply graphic standards which present the most professional image for your agency. Because we have implemented so many spatially enabled web sites, you can be confident that your needs will be professionally met.





Staffing and Staff Qualifications

As Psomas has moved to the adoption of structured development procedures, we have also implemented more structured management controls, and project responsibilities. For each development project, we utilize a technical project manager, and a performance project manager. These two individuals are jointly responsible for the overall project, and for ensuring timely delivery and complete customer satisfaction.

The Technical Project Manager is responsible for the technical work plan, and for ensuring that all development standards are carefully followed. The Performance Project Manager is responsible for staff allocations, schedule and delivery monitoring, client reporting, and customer satisfaction. For this project, Mr. Han Chu will be the Performance Project Manager, and Mr. Doug Henstridge will be the Technical Project Manager. Their resumes are attached at the end of this document.

Mr. Han Chu is a licensed Civil Engineer, Surveyor, as well as expert across most GIS and relational database technologies. In addition, Mr. Chu also holds an MBA degree, with a strong background in business process methods and re-engineering, and organizational change. He served as Project Manager for a recent Los Angeles County Department of Public Works project, as well as a number of recent enterprise GIS implementations which involved data migration, data integration and the creation of enterprise GIS portals for wide distribution and access. For a more detailed listing of his project experience, please see Mr. Chu's resume.

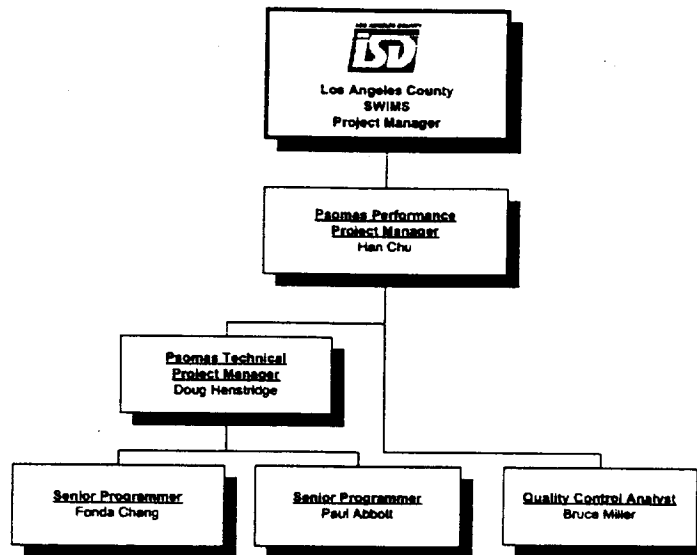
Mr. Doug Henstridge has over twelve years of GIS and project management experience. He holds an MBA degree, and is expert across most major GIS and relational database technologies. He was project manager for several recent projects involving ArcIMS and web based GIS applications for wide distribution. These include the City of Santa Clara GIS based Web Portal, numerous web-based applications for the City of Fontana, and Sky Harbor International Airport's Regional Sound Assistance Program.

Mr. Fonda Chang has over 16 years of experience developing GIS applications for web-based and client/server environments. Mr. Chang will be the lead developer for the SWIMS project. Mr. Chang significantly exceeds all project requirements, and is a highly accomplished ArcIMS and web services developer. His recent project experience includes the Cities of Fontana, Santa Clara, Pasadena, as well as the Water Replenishment District (WRD) of Southern California, and the Inland Empire Utilities Agency integrated web site.

Mr. Paul Abbott – Senior Programmer. Mr. Abbott has over 6 years experience as a database and software designer/programmer, with a background in civil engineering, transportation, and enterprise systems administration. He is adept in modern database management systems including Microsoft SQL Server and Oracle, and proficient in all ESRI GIS software products. Mr. Abbott will be responsible for all report generation modules, having designed a number of Crystal Reports web based applications.



Mr. Bruce Miller – Quality Control Analyst. Mr. Miller heads up Psomas' quality control program, and is the author of the *Psomas Quality Control Training Manual*. He trains the programming staff in quality assurance methods, and is expert in several quality control methodologies and programs. Mr. Miller has over 9 years of GIS experience, and relational database technologies.



Mr. Chang's recent ArcIMS experience is reflected in the following projects, which are also found in his detailed resume.

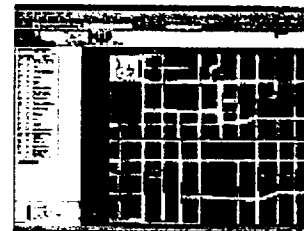
Psomas ArcIMS Projects

City of Pasadena iMAP

Client: City of Pasadena

an ArcIMS-based GIS portal to various planning data sets and system currently in use at the City. The system was designed to provide a single point of access for property information, planning and zoning information, aerial photography, permit and building inspection data and scanned documents

Software: ArcIMS 4.0.1, SDE on Oracle, Tidemark Permit*Plan on Oracle, Questys Document Management, ViewOne image viewer, Flash 4, HTML Viewer, IIS 5, ServletExec 4.1.1, ASP, JavaScript

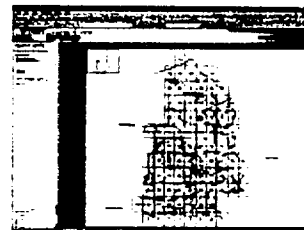


City of Santa Clara infoMAP

Client: City of Santa Clara

City of Santa Clara uses this customized ArcIMS HTML Viewer to provide a quick access to their GIS data and engineering drawings in PDF format.

Software: ArcIMS 4.0.1, Flash 4, HTML Viewer, IIS 5, ServletExec 4.1.1, ASP, JavaScript





IEUA gisMAP

Client: Inland Empire Utilities Agency

IEUA uses this customized ArcIMS HTML Viewer to provide a central access point for their maps and Liberty Information Management System.

Software: ArcIMS 4.0.1, Liberty Document System, Flash 4, HTML Viewer, IIS 5, ServletExec 4.1.1, ASP, JavaScript

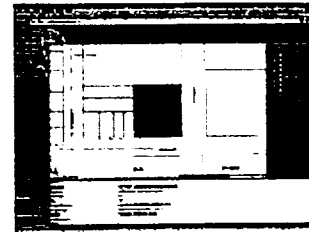


Fontana Sewer Facility Browser

Client: City of Fontana

Fontana Sewer Facility Browser allows the city staff to search sewer features easily. It provides a shortcut to property cleanout cards and scanned improvement plans.

Software: ArcIMS 4.0, HTML Viewer, ArcSDE 8.3, Oracle, IIS 5, ServletExec 4.1.1, ASP, JavaScript, LaserFiche Document System

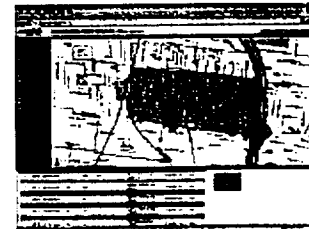


WRD Interactive Well Search

Client: Water Replenishment District

WRD Interactive Well Search application provides the Water Replenishment District with an easy way to look up well location and their attributes. It also generates water level, water quality, well construction, and well production reports and graphs.

Software: ArcIMS 4.0, HTML Viewer, IIS 5, ServletExec 4.1.1, ASP, JavaScript, Flash 4, RChart





Han C. Chu, PE, PLS
Project Manager, Psomas Consulting Group

Education

MBA/1999/University of California, Irvine
BS/1991/Civil Engineering/California State Polytechnic University, Pomona

Registration

1997/Professional Land Surveyor/California/#L7334	Expires
12/31/05	
1995/Professional Engineer/California/#C53166	Expires
06/03/07	

Affiliations

Bay Area Automated Mapping Association

Experience

With Psomas for 7 years; with other firms for 8 years
(Psomas Employment Date 01/98)

Background

Mr. Chu provides consulting services in GIS planning, implementation, and project management. His strength is in exploring opportunities for business process improvements that will enhance operational efficiency, implement technology, and promote positive cultural changes within a business entity.

Mr Chu develops strategies for the enterprise GIS implementation in support of the organization's vision, ensuring direct and tangible connections to business requirements. His project management philosophy is founded on the balanced integration of technology that can address business needs while managing critical and necessary changes. He provides technical expertise in process mapping and analysis, conceptual data modeling, feasibility studies, strategic planning, implementation planning, and change management. Mr. Chu is highly skilled in facilitating group meetings, resolving differences of priorities, and finding solutions with group consensus.

Complementing his business and technology consulting experience, Mr. Chu is a registered engineer and a licensed surveyor who is experienced and understands the issues and needs of the GIS user community. He has over ten years of experience in the design and analysis of commercial and residential development projects and has managed large construction projects relating to water resources and supply, public works and water quality improvement.

Projects

GIS Implementation Services, County of Santa Clara, CA: Lead Consultant and Project Manager responsible for implementation of GIS strategic plan elements, that enable the County to develop, maintain, coordinate, publish, and distribute GIS basemap for regional agencies and stakeholder. The project included SDE/Geodatabase migration, maintenance procedures and manuals development, process automation through Oracle triggers and scripts, GIS web portal design and development, ArcIMS implementation, and training services.



Enterprise GIS Implementation Services, Inland Empire Utilities Agency, CA: Lead Consultant and Project Manager responsible for implementation of GIS strategic plan elements. The project included facilitation and development of enterprise GIS data management policies and standards, implementation of ArcIMS GIS web portal, and ongoing application enhancement and/or development services.

GIS Needs Assessment Plan, Santa Clara Valley Water District, CA: Lead Consultant and Project Manager responsible for the development of GIS Needs Assessment Plan. The project included current environment assessment through interviews with 45 business units, GIS needs identification and validation, enterprise GIS program design, SDE/Geodatabase migration strategy, and tactical plan for implementation and operations of a sustained enterprise GIS program.

Enterprise GIS Strategic Plan, Orange County Sanitation Districts, CA: Lead Consultant responsible for the development of the enterprise GIS strategic plan. The strategic planning required needs assessment through over 40 interviews with highly engaged and motivated stakeholder groups. The Enterprise GIS Strategic Plan selected top five GIS projects to be initiated with the detailed implementation plan. In addition, the project required a feasibility assessment for a regional cooperative that will develop, manage, and oversee data sharing policy and practices among participating local agencies and special districts.

Enterprise GIS Strategic Plan, City of Yuma, AZ: Lead Consultant and Project Manager responsible for the assessment of the City's strategic needs and the development of the enterprise GIS plan. The project included eight City departments to assess the enterprise GIS needs, collaboration/data sharing opportunities, organizational and cultural constraints, long-term strategic plan, and a short-term tactical plan for sustainable program implementation. Psomas facilitate, including the creation of, the GIS steering committee to provide oversight, resolve conflicts, and ensure citywide support to the plan.

Land Information System Strategic Plan, County of Los Angeles, CA: Lead Consultant and Project Manager responsible for the assessment of the County's precise land database of its accuracy, based on the business needs and management practice including workflow processes, and the development of respective strategic plans. The plans also included the verification of the business drivers for the desired accuracy level, strategies for achieving justifiable accuracy standards, and process re-engineering of the business processes to increase efficiency. The land information system transforms current CAD (computer aided design/drafting) format of the land base to the database driven environment (ex: geodatabase), serving County, regional business partners, and citizens.

Land Data Management Plan, City Burbank, CA: Lead Consultant and Project Manager responsible for the assessment of the City's needs for land data, strategies for an effective implementation, and the development of the enterprise-level management plan. The plan included the results from needs assessment interviews and analyses, vision of the City's management, and definition and implementation strategies of the program components. The land data management plan establishes the framework for creation and maintenance of all City information.

Enterprise GIS Implementation Plan, Los Angeles County Sanitation Districts, CA: Lead Consultant and Project Manager responsible for the development of the Districts-wide GIS implementation plan. The implementation plan outlines a road map and identifies tasks,



requirements in systems and organization, phasing, schedule, and budget. The most important components of the project were to analyze the business objectives, current processes, organizational culture, program vision, and the ability to manage changes. The project also included management and user group workshops, which promoted teambuilding and consensus critical in the successful implementation.

Integrated Basemap Maintenance Program, County of Santa Clara, CA: Lead Consultant and Project Manager responsible for the development of the GIS basemap maintenance program to modify the current process within the Information Services Department that incorporate efficiency improvements in preparation for the integrated approach, and develop an integrated GIS basemap maintenance program that incorporates the requirements and processes from various County Departments. The project included requirements analysis, process re-engineering, and strategy development among all stakeholders involved.

Enterprise GIS Strategic Planning, City of South Gate, CA: Lead Consultant responsible for the departmental interviews and the development of the enterprise GIS program. The Department of Public Works has initiated a GIS program development to manage the sewer system assets; however, the City desired a development framework based on the enterprise needs from other departments, who participated in the strategic planning effort to identify the both departmental and enterprise needs for GIS, collaboration, data sharing opportunities, funding opportunities, and strategies for successful implementation. The project involved needs assessment, visioning workshops, GIS program definition, and implementation planning.

County GIS Strategic Plan, County of Santa Clara, CA: Consultant responsible for the departmental interviews and analysis of the County's needs for the enterprise-level GIS and strategic planning. The project included over 30 County departments, over 12 other cities, and private companies to assess the regional needs for GIS, collaboration/ data sharing opportunities, funding/cost sharing opportunities, long-term strategic plan, and a short-term tactical plan for implementation. The analysis involved defining the business function and processes, identifying needs for geo-spatial data and applications, and recommending functionalities for potential implementation.

GIS Strategic Plan, City of Sunnyvale, CA: Consultant responsible for the departmental interviews and the development of the City-wide GIS program. The Community Development, Public Works, and Public Safety Departments participated in the strategic planning effort to identify the both departmental and enterprise needs for GIS, collaboration, data sharing opportunities, funding opportunities, and strategies for successful implementation. The analysis involved needs assessment, visioning workshops, GIS program definition, and implementation planning.

Development Process Study, City of Santa Clarita, CA: Lead Consultant and Project Manager responsible for study and analysis of the City's development process. The development process involves the Planning, Engineering Services, Building and Safety Divisions within the City, and subsequent interactions among multiple information management groups. The project included staff interviews to identify core business functions and processes, define current program status, and identify improvement opportunities in business processes and technology implementation.



GIS Application Needs Analysis, City of Pasadena, CA: Consultant responsible for the departmental interviews and analysis of the City's needs for the GIS applications. 13 departments participated and supported the project to assess the needs for GIS, collaboration, and data sharing opportunities. The analysis involved defining the business function and processes, identifying needs for spatial data and applications, and recommending functionalities for potential implementation.

Municipal Water Department Management Plan, City of San Jose, CA: Consultant responsible for the Technology section of the Management Plan. The task included data collection, facilitating interviews with department managers, performing business and operational analysis, process mapping of its operations, and assessing its technology benchmark. The key component of the Technology section presented recommendations to the potential technology implementations in alignment with the Department's business goals, and the cost-benefit analysis of the proposed investment.

Municipal Treatment Plant Competitive Analysis, City of Richmond, CA: Consultant responsible for the operational analysis of the Plant. The task included facilitating staff interviews, process mapping, and performing competitive analysis. The technology benchmarking was a critical component in assessing the Plant's operational efficiency. The Psomas Team was responsible for assisting the Plant management in developing a design-build-operational program.

Stormwater Management Plan, City of Los Angeles, CA: Consultant responsible for the needs assessment and application development analysis, and implementation of GIS solutions and field computing. The project tasks included conducting and facilitating interviews with the City's staff in regard to its internal process of managing storm drain system assets. The interview process involved identifying each department's business functions, core business processes, and database/application requirements in preparation for the Detailed Drainage Mapping Project.

Sewer Flow Study and GIS Implementation, City of Beverly Hills, CA: Lead Consultant and Project Manager responsible for overall project coordination for City's sewer system study project. The project included citywide system analysis, database conversion to GIS, identification and implementation of operational enhancement using a GIS database, and corresponding studies and reports.

East Valley Water Recycling Project, Los Angeles, CA: Project Manager responsible for this 62-inch-diameter, reclaimed water line. Managed, designed, and supervised construction. Designed water reclamation line and ground concrete vaults, relocation of existing utilities, and street improvements.

Rowena Reservoir Modification Project, Eagle Rock, CA: Project Engineer responsible for modification, due to seismic hazard of the existing dam and reservoir. Designed large-diameter pipelines and concrete structures and managed round-the-clock construction operations.

Stone Canyon Water Quality Improvements, Los Angeles, CA: Project Engineer responsible for complying with Federal water quality standards. Resolved environmental issues including requests from resident interest groups, foundation and groundwork for new filtration plant, earthwork, and reconstruction and relocation of existing structures and utilities.



Douglas L. Henstridge
Project Manager/GIS

Education

Certificate in System Design and Analysis/2000/American Management Association
Certificate in Project Management/1999/Psomas
MBA/1998/Technology Management/University of Phoenix, Arizona
MA/1994/University of Heidelberg/Ruprecht-Karls Universität, Heidelberg, Germany
BA-equivalent/1990/University of Heidelberg/Ruprecht-Karls Universität, Heidelberg, Germany

Software Knowledge

Significant experience and familiarity with the following tools:

GIS and CAD:

Arc/Info, ArcCAD, ArcView, Avenue
Microstation, MGE, AutoCAD
MapObjects, MapGuide, Geomedia, ArcIMS

Database:

SQL 7, MS Access, Dbase, Oracle, Informix

Other Tools:

A variety of word processing, spreadsheet and graphic products, including MS Word, MS Excel, MS PowerPoint, FrameMaker, Visio, and MS Project.

Affiliations

Bay Area Automated Mapping Association
(BAAMA)

Experience

With Psomas for 12 years.
(Psomas Employment Date 08/91)

Background

Mr. Henstridge has 12 years of experience in GIS and data integration analysis in the development, preparation, and management of IT needs assessments, feasibility studies, and strategic master plans. He possesses high quality work experience both in a team environment as well as independently, in remote locations and different cultural environments.

Mr. Henstridge has recent project management experience in both a traditional project management environment, and the on-site management of pilot project development and system implementation. His strengths include his writing skills and oral communication, general managerial, and presentation skills. He is experienced in project scheduling, budgeting, and proposal preparation.



Mr. Henstridge also has experience in administrative management as the manager of the German Project Office for an American corporation. In addition to his technical and managerial skills, he is an experienced classroom instructor, lecturer, and published writer.

Projects

City, County, and Regional GIS

GIS Strategic Plan Development, City of Santa Clara, CA: Consultant and Project Manager responsible for preparation of the master strategy definition and implementation plan for the implementation of an enterprise GIS program, which is integrated with the City's IT strategic plan. Responsibilities included conducting interviews, assessing the existing systems and Oracle database environment, identifying departmental and citywide requirements, developing an implementation strategy and work plan, and preparing the final strategic plan.

Sacramento GIS Cooperative Strategic Plan: Project Manager and consultant responsible for overseeing all tasks, and ensuring the on-time and on-budget completion of the project. Additionally, assisted in the development of a six county, regional GIS data and resource sharing strategy for county, city, utility, and regional agencies. Goals include development of a shared parcel, street network, and digital orthophoto GIS database. Due to the number of agencies involved, a multi-platform integration was required to develop a feasible strategy for integrating AutoDesk-, Intergraph-, and ArcInfo-based systems.

GIS Strategic Master Plan Development, City of Palo Alto, CA: Consultant and Project Manager responsible for the preparation of the master strategy definition and implementation plan for an enterprise GIS program, which is integrated with the City's IT strategic plan. Responsibilities included conducting interviews, assessing the existing system and Oracle database environment, identifying departmental and citywide requirements, developing an implementation strategy and work plan, and preparing the final master plan. The primary objective was to assess the current status of a mature program, and identify additional database and application integration opportunities, system enhancement and upgrade requirements, and staff development and acquisition needs to support a fully integrated IT/GIS system environment supporting all business functions of the City.

GIS Strategic Master Plan Development, City of Fontana, CA: Needs Assessment Consultant and Project Manager responsible for the preparation of the needs assessment, master strategy definition and implementation plan for the implementation of a citywide GIS program, which is integrated with the City's IT strategic plan. Responsibilities included conducting interviews, assessment of existing system and database environment, identifying departmental and citywide requirements, developing an implementation strategy and work plan, cost-effectiveness evaluation, and preparing the final project report. The objective of this project was to analyze the current information requirements and establish the most feasible path to implementing a citywide system supporting the business functions of the City.

Fontana Enterprise GIS Implementation: Project Manager responsible for overseeing all aspects of the development of an automated web-based GIS application system for automating GIS data and business processes for the City. The first phase included:

- Flood zone inquiry system
- Planning information system, including automated zoning notifications.



- ABC license management
- Code enforcement and weed abatement

Phase 2 includes the automation of data and workflows for the Public Services department, including

- Facilities management
- Work management
- Integration with utilities agencies and service providers

Regional Transportation Infrastructure Project – GIS Data Capture Tool Development, Southern California Association of Governments: Project Manager responsible for all aspect of system development. This included the final work plan and schedule, budget management, database design and development, functional requirements definition, system development, quality assurance, training, and implementation. The application was designed as a tool for geocoding the location of RTIP projects for each of the six CTCs in the SCAG region. The geocoding tool relies on the designation of start and stop locations, extracts street line segments from SCAG TBM-base's route system, and generates a shape file overlay, which is linked to SCAG's TRANTRAK database system.

On-Line Interactive Mapping Atlas, Southern California Association of Governments: Project Manager responsible for all aspects of system development. This included the final work plan and schedule, budget management, database design and development, functional requirements definition, system development, quality assurance, training, and implementation. The application is an ArcIMS-based system that provides SCAG with the capability to publish its various regional data layers as on-line maps, which will be accessible to SCAG members and the general public. The system will be integrated with SCAG on-line data layers descriptions and will be integrated with the Geography Network, sponsored by ESRI.

Complaint Tracking GIS Integration, City of Carson, CA: Project Manager responsible for all aspect of design and integration of the system. This included the definition of functional specifications, assessment of an integration with the SQL 7.0 permitting database, system development oversight, and client management. The system integrated a MapObjects and Visual Basic-based GIS viewer with the SQL 7.0 database environment of Tidemark's Permit Plan software.

FloodView Implementation, City of Los Angeles, CA: Project Manager responsible for overseeing all aspects of the implementation of Psomas' FloodView for the City. The application integrated the City's parcel base, and FIRM data provided by FEMA. This included the integration of LOMA/LOMR documentation with the FEMA flood zones, development of a map output feature, and integration of a usage log.

Intergovernmental Review Database and System Development, Southern California Association of Governments (SCAG), CA: Project Manager responsible for all aspects of system development. This included the final work plan and schedule, budget management, database design and development, functional requirements definition, system development, quality assurance, training, and implementation.

Information Sharing Assessment and Strategic Plan, South Bay Council of Governments (COG), CA: Project Manager and lead consultant for developing a strategic



information sharing plan for the South Bay COG. The project included a review of members' information sharing needs; an upgrade and re-implementation of the South Bay web site; participation in SCAG's data task force; facilitation of dialog between the South Bay COG and the Southern California Association of Governments for GIS issues; and recommendations for future information needs, including on-line applications and digital aerial photography.

FloodView Implementation, City of Colton: Project Manager responsible for oversight of all aspects of implementation of Psomas' FloodView for the City. The application integrated the City's parcel base, and FIRM data provided by FEMA. This included the integration of LOMA/LOMR documentation with the FEMA flood zones, development of a map output feature, and integration of a usage log.

Landbase Use Survey, City of Glendale, CA: Project Manager responsible for overseeing all tasks and ensuring the on-time and on-budget completion of the project. The objective of this project was to assist the City in updating its land use database. This included the database design, field data collection work plan and methodology, database updating process definition and implementation, database integration, and land use mapping using GIS methodologies.

Social Services Database Development, County of San Bernardino, CA: Consultant responsible for the database design and integration with other GIS data components. Specific tasks included design and development oversight of the database; integration with other county GIS data coverages; GIS-based thematic mapping integrating multiple layers including street centerlines, client locations, Omnitrans bus routes, social service locations, and other base map layers.

Transportation and Airports

On-Line Port GIS, San Diego Unified Port District, San Diego, CA: Technical Project Manager responsible for overseeing all aspects of the development of an automated application system for query, analyzing, and reporting on planning data for an individual parcels. The application integrated the Port's property base and other base data layers with their current SQL 7 lease agreement database, to allow for a more integrated property management approach. The project included the development of a work plan, functional requirements definition, database design, system design, application development, delivery, and user training. The system was developed using ASP, Visual Basic, Javascripting, and integrated a SQL 7 database.

Phoenix Sky Harbor International Airport, Phoenix, AZ: Technical Manager responsible for overseeing the development of the Web applications designed to assist the Residential Sound Assistance Program (RSAP). This project is currently on-going and in the process of developing custom applications. The Web applications, with appropriate security procedures will allow staff and designated consultants to update, retrieve, develop reports, and analyze geographic and database information pertaining to the RSAP.

Infrastructure Data Management System, San Diego International Airport, San Diego, CA: Technical Project Manager responsible for overseeing all aspects of the development of an automated application system for query, analyzing, and reporting on interior and exterior facilities data. The application integrated the airport's property base, planimetric data layers, and field survey information for utilities to allow for a more integrated facilities and lease management approach. The project included the development of a work plan, functional



requirements definition, database design, system design, application development, delivery, and user training. The system was developed using ESRI's ArcIMS, ASP, Javascripting, and integrated an MS Access database.

GIS Feasibility Assessment, German Federal Railways, Germany: Consultant responsible for the assessment of the Railway's current GIS application needs and the preparation of an approach to developing an implementation approach. This was an assessment project for evaluating the feasibility of using GIS as a tool for the infrastructure management needs of the German Railways. The project included institutional analysis and needs assessment, documentation of data conversion and applications development procedures, and assistance in the development of an implementation plan.

EI Toro MCAS Reuse Study: Consultant responsible for the design and document of the GIS database to support the GIS analysis activities associated with the reuse study of the EI Toro Marine Corp Air Station.

Pipeline

Mid-America Pipeline Company - GIS Pilot Project, Tulsa, OK: Documentation Coordinator responsible for the development of all project documentation including applications process documentation, user's guides, and the final project report. The object of this project was to implement GIS on a limited scale to evaluate the recommendations and objectives defined in the Implementation Plan. This included database integration, training, and applications development.

Detailed Feasibility Study for the Implementation of GIS, KN Energy, Lakewood, CO: Needs Assessment Consultant and Documentation Coordinator responsible for the preparation of the needs assessment and support for the development of the implementation plan including oversight of the preparation for the final project report. The objective of this project was to analyze the current information requirements and establish the most feasible path to implementing GIS using Intergraph's FRAMME to support the business development and facilities maintenance function of KN Energy. Based on the findings of the feasibility analysis and cost/benefit analysis, an implementation approach was recommended and an implementation plan was developed.

Detailed Feasibility Study for the Implementation of GIS, ANR Pipeline Company, Detroit, MI: Needs Assessment Consultant and Documentation Coordinator responsible for the preparation of the needs assessment and support for the development of the implementation plan including oversight of the preparation of the final project report. The objective of this project was to analyze the current information requirements and establish the most feasible path to implementing GIS to support the business development and facilities maintenance function of ANR Pipeline. Based on the findings of the feasibility analysis, an implementation approach was recommended and an implementation plan was developed.

Utilities

GIS Feasibility Study and Pilot Project, Bursa Water and Sewer Administration (BUSKI), Bursa, Republic of Turkey: Local Project Manager responsible for overseeing all on-site tasks, coordinating with off-site resources, and ensuring the on-time and on-budget completion of the project. Bursa is a city of over one million in population in Western Turkey. The objective of this project was to assess BUSKI's and the City's spatial information



management needs and define a three-year implementation program for an enterprise GIS Management System. This included an alternatives analysis, cost/benefit evaluation, application prioritization, and phasing strategy development. The findings and recommendations of the assessment were prototyped in a pilot project using Intergraph's MGE Windows NT platform.

GIS Master Plan Development and Implementation, Solano County Water Agency, Vacaville, CA: Project Manager and consultant responsible for ensure the successful completion of all scope items within the defined schedule and budget framework. Additionally, acted as consultant for the master plan strategy, SCADA integration planning, data management plan, and training plan development. Currently, overseeing the implementation of an enterprise-wide GIS including data reorganization and conversion, application development, and training.

Pilot Project for Estimating Annual Water Allocations, Municipal Water District of Orange County, CA: Project Manager responsible for overseeing all tasks and ensuring the on-time and on-budget completion of the project. Additionally, developed and implemented the analysis methodology and prepared the final project report and recommendations. The project tasks included field data collection, database design and development, integration with GIS analysis software, GIS mapping, and modeling.

Publications

Author of the following presentations and publications:

Fontana's Approach to Implementing Enterprise GIS, URISA National Conference October 2001

Fontana's Weed Abatement Management System, ESRI Conference Presentation July 2000

Fontana's On-Line Planning System, California GIS Conference March 2000

GIS for Flood Zone Determinations, California GIS Conference February 1999

Glendale Tracks Land Use on the Internet Using MapObjects IMS, "ARC News", Vol. 19 No. 1, 1998

Geographische Informationssysteme. Planungs- und Einführungsaspekte (Geographic Information Systems. Planning and Implementation Aspects). "Der Eisenbahn Ingenieur"

GIS Applications and Opportunities for the Private Design Firm, "Proceeding AM\FM-Europe Conference" Heidelberg. (with presentation)

GIS Implementation in Bursa, Turkey, "Proceedings UNDP/OICC Conference of GIS and City Sustainability and Environment" Cairo, Egypt. (with presentation).

GIS for the Southeast Anatolia Project, "Proceedings of ESRI National User's Conference", Ankara, Turkey. (with presentation).

Developing GIS for the GAP-RDA, "ARC News", Vol. 19 No. 1, 1997

Lecturer/Teaching Experience

University of California Extension, on-going, Riverside, CA: Instructor for GIS Project Management, Strategic Planning and System Design.



Education

Certificates in:

- Project Management/2003/Psomas
- Java Application Developer/2002/Cal Poly, Pomona, California
- Customizing ArcIMS using ArcXML/2002/ESRI, Redlands, California
- Oracle8i SQL and PL/SQL/2001/University of Riverside, California
- Customizing ArcIMS/2001/ESRI, Redlands, California
- Introduction to ArcIMS/2000/ESRI, Redlands, California
- Create Web Graphics/2000/Mt. San Antonio College, Walnut, CA
- Java Programming for the Web/2000/Mt. SAC, Walnut, CA
- Photoshop Basics/2000/Mt. San Antonio College, Walnut, California
- Visual Basic Application Development Specialist/1999/California State Polytechnic University, Pomona, California
- Programming MapObjects with Visual Basic/1997/ESRI, Redlands, CA
- Advanced ArcView/1996/ESRI, El Segundo, California
- Introduction to Avenue/1996/ESRI, El Segundo, California

BS/Computer Science/1991/Azusa Pacific University, Azusa, California

Software Knowledge

GIS and CAD:

ArcIMS, ArcGIS, ArcInfo, ArcView, Avenue, AutoCAD, MapObjects, MapObjects Internet Map Server (MolMS),

Database:

Oracle 8i, SQL Server, MS Access, Dbase, Oracle, Informix, Foxpro

Programming Language and Development Tools:

ArcXML, Visual Basic 6, HTML, JavaScript, Active Server Pages (ASP), ColdFusion, MS Internet Information Server (IIS), PhotoShop 7, MS Visio, MS Project

Experience

With Psomas for 5 years; with other firms for 10 years.

Background

Mr. Chang has over 15 years of experience developing GIS applications for web-based and client/server environments. He has worked with both public and private sector clients, and has skills and experience in systems design, database design, and system development. His knowledge of operating systems includes Windows 2000, NT, 98, 95, UNIX (Solaris, SunOS), IBM-DOS, and Novell. Programming languages and application programs with which he is experienced include client/server and internet/intranet applications.

Projects



Current Clients with ArcIMS Projects: City of Pasadena, Water Replenishment District, City of Fontana, Inland Empire Utility Agency, City of Santa Clara, County of Los Angeles DPW, and California Water Service Agency.

City of Pasadena, iMAP Interactive Map: Lead Programmer responsible for designing an intranet-based interactive map using ArcIMS 3.1. This project involves a high level of group effort and software skills to integrate many different software and functions in one application including ArcIMS 3.1, ASP, JavaScript, IIS 5, Oracle 8i SQL, Spatial Data Engine (SDE), Microsoft Access, ViewOne 1.18f, FLASH 4.0, Questys® Text & Image Management System, SDE raster mosaic, SDE view, customized map printing in variety of sizes, and ad-hoc queries to Tidemark Permit*Plan System. The City will add more functionality to the application and develop the application into the central information portal to all City departments in the future phase.

Water Replenishment District, WRD Interactive Atlas: Lead Programmer responsible for designing an internet-based WRD interactive map using ArcIMS 3.0 and later upgraded to 3.1. This application provides WRD an easy way to look up water well locations and attributes and provides online reports and charts for groundwater quality and level to the public.

Southern California Association of Governments, SCAG Interactive Atlas: Lead programmer responsible for designing a web-based SCAG Interactive Atlas System using ArcIMS 3.0. This site provides an interactive interface to view maps prepared by SCAG. SCAG Interactive Atlas allows broad access to SCAG's many regional data files and GIS data layers, organized into data categories and themes relevant to SCAG's projects and programs. Users can look up the metadata and descriptions about map themes and their layers and, by a simple click, can link to SCAG's Web Accessible Geodata Search site to purchase data on-line.

City of Carson, GIS Interface for Tidemark Permit*Plan 2.6.1: Lead Programmer responsible for designing a web-based GIS interface for Tidemark Permit*Plan System. The system allows users to query code enforcement violation information related to parcels through most Internet browser products. It will generate the most current reports from the Tidemark database by address, intersection, or parcel number. Within a matter of seconds, a map is displayed showing the property in relation to the various layers of information. The system was developed using MapObjects 2.0, MapObjects IMS, and Visual Basic 6.

City of Fontana, Weed Abatement Management System: Lead Programmer responsible for designing an automated system for the semi-annual inspection and determination of properties in need of weed and trash clean up. The system supports three distinct business activities within the weed abatement process. These activities include field inspection and identification, integration with the City's code enforcement system, and the automated notification and clean-up assignment process. Once implemented, the system will increase the effectiveness of the process, significantly reduce the amount of time required, and increase the overall accuracy. The system is being developed using MapObjects 2.0, MapObjects IMS, and Visual Basic.

City of Fontana, Planning Information System: Lead Programmer responsible for developing an Intranet application that integrates the City's parcel database with various planning layers. The application was designed to be accessible through most Internet browser products, and provides an easy-to-use tool for quick planning queries, zoning determinations, and the maintenance of the City's ABC license data. The user simply starts



his browser, goes on-line to the proper site, and enters the address or parcel number. Within a matter of seconds a map is displayed showing the property in relation to the various layers of information. The system was developed using MapObjects 2.0, MapObjects IMS, and Visual Basic.

City of Fontana, Flood Zone Inquiry Information System: Lead Programmer responsible for developing an Intranet application that integrates the City's parcel database with various FEMA flood zone layers. The application is assessable from most Internet browser products and provides an easy-to-use tool for quick flood zone proximity determination. The application also includes the capability of generating an official flood zone report and map from the results of the query. Further, the application allows the city to automate the production of Flood Zone Determination Letters requested by property owners. The system was developed using MapObjects 1.2, MapObjects IMS, and Visual Basic.

City of Colton, FloodView Implementation: Lead Programmer responsible for the implementation of Psomas' FloodView IMS application at the City of Colton. The implementation includes a redesign of the integration of the city's property information and parcel basemap, and the customization of the city's existing MapObjects Internet Starter Applications.

City of Glendale, FloodView Implementation: Lead Programmer responsible for the implementation of MoIMS application at the city of Glendale. The implementation includes a redesign of the integration of the city's property information and parcel basemap, and the customization of the city's existing MapObjects Internet Starter Applications.

City of Los Angeles, FloodView Implementation: Lead Programmer responsible for the implementation of Psomas' FloodView IMS application at the City of Los Angeles. The implementation included a number of custom features, including the integration of automated e-mail request functions, additional on-line documentation for LOMA/LOMR documents, and a map printing function.

City of Los Angeles Stormwater Project: Developed AML applications for Arc/Info that automated the input and maintenance of storm drain system data. This included automation functions for inputting catch basins and drainage areas.

City of Los Angeles, Stormwater Field Inventory Application: programmer responsible for customizing an application to collect and maintain debris basin information. The application made electronic maps available to field inspectors on their PenTop computers, and allowed inspectors to record field information relevant to the debris basins through a form-based interface. The system was designed with an automated data synchronization utility, so that the field computers were always up to data with the central database. The application was developed using Visual Basic, Map Objects, and Microsoft Access.

City of Beverly Hills, Land/Structure/Occupancy Data Model Design: Analyst responsible for the design of the City's land/structure/occupancy data model. Additionally, prepared a form-based interface for query data, inputting information, and maintaining the database. The design and development was done using Visual Basic and Microsoft Access.

Geographical Information System Development Unit, Department of Public Works, Los Angeles County: Worked at the County for five years where he was a civil engineering technician responsible for developing GIS applications to support data maintenance and



special projects for the Los Angeles County Department of Public Works. Representative assignments at the County included the following:

- Generate, test, and debug Arc Macro Language (AML) applications using the Arc/Info commands to provide for the manipulation of geographically oriented coverages, relational databases, and themes.
- Write AML utilities to convert, project and rectify varies of data from other agencies into Arc/Info and ArcView formats for the department.
- Design QUTI, an automated map production AML application to quickly respond to requests for location maps in the department using customized map templates.
- Develop client/server systems using Visual Basic, MapObjects and Internet Map Server.
- Design GIS home page on departmental Intranet using HTML, CGI, and other tools.
- Perform project management tasks and determine project scope and schedule.
- Conduct interviews to assess user needs and determine system requirements.

HONORS AND AWARDS

- Department Of Public Works Employee Of The Month, August 1997
- 1996 National Association of Counties Achievement Awards and 1995 Urisa Project Showcase for Fastpoint Utility Program
- 1995 National Association of Counties Achievement Awards for Environment Site Audit Geographical Information System
- 1991 Cum Laude Award of Azusa Pacific University
- 1990 Dean's Scholarship of Azusa Pacific University



Paul Abbott
Senior Programmer

Education

BSE/1997/Civil Engineering/Arizona State University

Experience

With Psomas for less than 1 year; with other firms for 6 years.

Background

Mr. Abbott has over 6 years experience as a database and software designer/programmer, with a background in civil engineering, transportation, and enterprise systems administration. Adept in modern database management systems including Microsoft SQL Server and Oracle, and proficient in all ESRI GIS software products.

Projects

Community Noise Reduction Program, Phoenix Sky Harbor Airport: Mr. Abbott serves as senior GIS systems architect for the CNRP web-base mapping and data system.

Responsible activities include database and system design, code development, system performance management, vendor system evaluation and system integration. Technologies used include ArcGIS9, ArcIMS, ArcSDE, SQL Server, Crystal Reports, and others.

Terra Genesis, Inc., Systems Architect: Duties include: architecting program structures, object models, and relational databases; overseeing and participating in product development; training on software development tools and methodologies; liaising with clients to ensure functionality and scope completion; documenting system procedures; formally presenting project status and direction to client senior management; interviewing new developers.

- Designed and implemented the IT infrastructure for the company.
- Developed a metadata-driven, web-based, and spatially enabled enterprise information system using ASP.NET and ArcIMS.
- Authored the technical design and implementation sections of proposals and estimated timelines and resources required.
- Managed software development projects using Waterfall and XP (extreme programming) methodologies.
- Reviewed design documentation for peer engineers with a focus on minimizing testing requirements.
- Administered all company servers, including servers running ArcIMS and ArcSDE on both Oracle (Solaris) and SQL Server (Windows 2000) platforms.
- Implemented code versioning system and rolled out system to all developers.

City of Mesa, Technical Support Analyst III: Duties included: Administering enterprise-class Sun Microsystems servers running Oracle, Lotus Notes, PeopleSoft, and other mission critical software products. . Worked closely with Oracle database and Lotus Notes administrators to ensure uptime of critical systems.

- Liaised with project teams throughout the city for data processing requirements.
- Installed and configured new Sun Microsystems servers.

City of Mesa, Programmer Analyst: Duties included: Development of Avenue and Visual Basic applications to maintain production geographic data; development of spatial and non-spatial crime analysis tools for the Mesa Police Department; implementation of ArcFM for the electric



utilities department; refactoring of existing applications to provide greater ease of use and ensure greater data entry accuracy.

- Created processes that validated and detected defects in GIS data including, but not limited to, address ranges, arc digitizing direction, and network topology for both roadway and electric utility data.
- Installed, configured, and wrote custom tools for the Electric Utility's ArcFM 7.x implementation.
- Re-engineered citywide business processes to use data in production RDBMS environment instead of file-based information.
- Developed ArcView extensions to meet the business needs of departments throughout the city.
- Obtained Level One security clearance from the Mesa Police Department to work with sensitive data.

Geographic Information Services, Programmer Analyst: Duties included: Development of both commercial and contract-based ArcView extensions targeted towards local and regional governments; creation and analysis of geographic data; sales and support for all ESRI software products. . Designed and developed Zoning Analyst, a planning and zoning extension to ArcView.

- Developed an ArcView 3.x extension for rule-based editing and upstream/downstream
- Tracing of electric utility infrastructure that was implemented by several agencies.
- Created and imported data for Yokosuka Naval Base that was later featured in Geo Info Systems 9/98.



Bruce Miller
Project Manager

Education

BS/1994/Environmental Science/University of California, Riverside
AS/1992/Natural Science/Riverside Community College, Riverside

Software Knowledge

Arc/Info (ArcEdit, ArcPlot, AML, etc.), ArcGIS 8.x, ArcView 3.x, Access, Visual Basic, C, Microsoft Office, HTML, Most Operating Systems (Windows, Macintosh, Unix), QCView, Visio, Microsoft Project, Oracle

Affiliations

Urban Regional Information Systems Association
Affiliations
Bay Area Automated Mapping Association (BAAMA)

Experience

With Psomas for 7 years.

Background

As the Manager of Psomas' Data Management team, Mr. Miller has extensive experience in Geographic Information Systems (GIS), specializing in data automation and quality control. He is responsible for overseeing complex mapping projects and has a thorough understanding of databases and meta-data. He provides analytical services on complex GIS projects. He is responsible for developing MS Access applications, training and consulting with clients on procedures for performing GIS data conversion, and overseeing conversion operations. Mr. Miller established a statistical QA/QC program consisting of procedures, automated tests, and visual tests. The results of the testing process provide measurable quality scores for GIS data deliverables. Mr. Miller oversees quality assurance of digital data using automated and manual quality assurance methods. In addition, he authored the *Psomas Quality Control Training Manual*.

Projects

Mitigation Measures Tracking Report Program, Valencia, CA: Access Programmer responsible for enhancing a program that tracks mitigation measures. Created custom forms and reports, designed to increase efficiency. Wrote VBA code to generate dynamic SQL string.

Metropolitan Water District of Southern California, San Bernardino, CA: Access Programmer responsible for creating MS Access application for data entry of tunnel progression, building applications and creating queries using an ArcView application.

Los Angeles County Public Works, Water Resources: GIS Programmer responsible for designing an ArcView and Visual Basic application that allows for linking of runoff sheets to streams and basins for historical data management.

City of Pasadena, Cadastral Conversion: Quality Control Manager responsible for quality control of conversion vendor's deliverables to the City of Pasadena. Parcels were verified using digital orthophotography. Through a series of automated and visual checks, wrote Access QC application that interacts with AutoCAD Map 2000 and generates reports on



automated tests. Generated detailed Quality Control Reports containing statistic results of deliveries tested.

California Water Company Conversion: Project Manager responsible for managing implementation of an Enterprise GIS system. Also responsible for managing quality control services of conversion vendor's deliverables to California Water Company and providing technical Consulting to CalWater related to database design and conversion specifications. This is an ArcGIS project using the ESRI Water FM data model. Through a series of automated and visual checks, wrote MS Access QC application that performs tests on the Geodatabase.

Security GIS, Upland High School, CA: Designed ArcView application that aids emergency personnel in effectively responding to critical situations. Supervised digitizing of school blueprints and inventory. Wrote Avenue scripts for enhanced hot-linking of images. Wrote custom VisualBasic application for viewing of images queried in ArcView. Worked with Upland Police Department to improve the application's ease of use.

Los Angeles World Airports (LAWA), CA: Access programmer for generation of land use report, which included compatible and incompatible land use units within ANMP CNEL contours.

Los Angeles Stormwater GIS, City of Los Angeles, CA: Currently Project Manager responsible for managing the updating of the city's Stormwater GIS data. Previously was GIS Technician responsible for editing and quality assurance on conversion work performed by sub-consultants. Also created MS Access application for estimating Storm Drain construction costs for projects.

Mission Springs Water District, Desert Hot Springs, CA: Project Manager responsible for the conversion of water and sewer systems into an ArcGIS GeoDatabase using the ESRI Water ArcFM model. Used Visio UML model to develop GeoDatabase which meet the requirements of their Strategic Plan developed by Psomas. Responsible for Quality Control throughout project.

County of Santa Clara, Basemap Enhancement: Project Manager responsible for managing implementation of Countywide basemap enhancement project. Managed and performed quality control of subcontractor deliverables. Positional accuracy of basemap was enhanced using orthophotography and attributes were enhanced used other base layers. Managed deliverables in ESRI Personal Geodatabase and SDE. Provided consulting services to county for maintenance and database design. Assisted County in regional coordination of data exchange between the cities and the County.

State Responsibility Area Fee Determination Project: Project Manager responsible for managing implementation of statewide review of state responsibility areas with California. Coordinated the acquisition of parcel data for all counties in the state. Responsible for database design and project procedures. Coordinated activities between contractors for the project. Coordinated Quality Control activities to review deliverables from the subcontractor.

City of Fontana, Sewer System Conversion: Project Manager responsible for managing conversion of sewer system using As-built drawings. Project involved the scanning and conversion of 5,000 drawing sewer sheets which are linked through LaserFiche and a GIS web browser application. Project is an ArcGIS 8.3 SDE project using the GBA Geodatabase data model.



Water and Sewer Conversion GIS, Inland Empire Utilities Agency, CA: Responsible for the Database Design and setting up Quality Control procedures for project. Project uses the ArcGIS 8.3 Geodatabase.

Southern Alameda County GIS Authority, CA: Project Manager for parcel update maintenance contract. Created conversion specifications for all project conversion. Supervised production of basemap, water, sewer and storm system conversion. Designed basemap conversion methodology of digitizing assessor maps registered to orthophoto images. Implemented and supervised QA/QC process for entire project using automated data checking routines including QCView and other QA/QC methods. Created automation tools and check plot routines for conversion.

Water Replenishment District of Southern California: Senior Technician responsible for overseeing the alignment of nine (9) different layers to a centerline file for the entire project area.

City of Orange, Sewer: GIS Programmer responsible for writing ArcView application that links the City's sewer system to scanned log sheets.

City of Newport Beach, CA: Created conversion specifications for project. Supervised and designed QA/QC process for City of Newport Beach water utility conversion. Assisted in creation of database design. Created automation tools and check plot routines for conversion. Designed system to link scanned plans and detail areas to GIS system.

Wastewater, City of Los Angeles, CA: GIS Technician responsible for digitizing and attribute data entry and quality assurance of sewer WYE maps. This extensive project requires verification of digitized map data with Oracle databases.

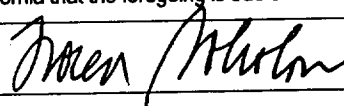
Santa Clarita Stormwater GIS, City of Santa Clarita, CA: GIS Technician responsible for editing data, preparing source maps for conversion, preparing plots and data for delivery to client, as well as performing quality assurance checks on maps and data.

Los Angeles County Fire Department, CA: Created automation tools and checkplot routines for fire-response map conversion.

Los Angeles Bureau of Street Lighting, City of Los Angeles, CA: GIS Technician responsible for editing and quality assurance on conversion work performed by sub-consultants.

GIS Pilot Project, Mid American Pipeline Company, Tulsa, OK: GIS Technician responsible for quality assurance of data done by sub-consultants. Prepared delivery of plots to client.

VERIFICATION OF BID

DATE: 1/24, 2005		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A BID FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: DISPOSAL REPORTING MODULE FOR THE SOLID WASTE INFORMATION MANAGEMENT SYSTEM			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: LOREN SOKOLOW			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE BIDDER(S).			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE BIDDER IS: CHIEF FINANCIAL OFFICER			
BIDDER INFORMATION			
6. Bidder's full legal name:		PSOMAS	
7. Bidder's fictitious business name or dba (if any):			
8. The Bidder's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business:	
		State of incorporation: CALIFORNIA	
		President/CEO: JACOB LIPA / BLAKE MURILLO	
		Secretary: BLAKE MURILLO	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this bid as principals are the following:			
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. This bid is made without collusion with any other person, firm, or corporation. The bidder has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Bidder's own knowledge. The bidder has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this bid in accordance therewith. If this bid is accepted, the bidder will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Invitation for Bids are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input type="checkbox"/> (1) I am making these representations on my personal knowledge; 11. CHECK ONE: OR <input checked="" type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Bidder or Authorized Agent:			
Type name and title:	LOREN SOKOLOW, CHIEF FINANCIAL OFFICER		

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: PSOMAS		
Company Address: 11444 W. Olympic Blvd., Suite 750		
City: West Los Angeles	State: CA	Zip Code: 90064
Telephone Number: 310-954-3700		
(Type of Goods or Services): Engineering Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

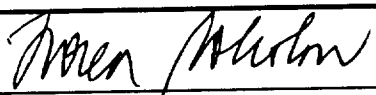
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: LOREN SOKOLOW	Title: CHIEF FINANCIAL OFFICER
Signature: 	Date: 1/24/2005

CONFLICT OF INTEREST CERTIFICATION

I, LOREN SOKOLOW☐ sole owner☐ general partner☐ managing member☒ President, Secretary, or other proper title) CHIEF FINANCIAL OFFICERof PSOMAS
Name of bidder

make this certification in support of a bid for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

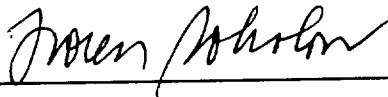
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or bid submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Bid and cancellation of any contract awarded pursuant to this Bid.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date

01-24-2005

BIDDER'S REFERENCE LIST

PROPOSED CONTRACT FOR: PSOMAS

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE: GIS Strategic Plan	DATES: 7/03 – 12/03
DEPT/ DISTRICT: Mapping and Property Management	
CONTACT: Greg Kelley / Dai Bui	
TELEPHONE: 626-458-7000	
FAX:	

SERVICE: Engineering Services	DATES: 2003
DEPT/DISTRICT Waterworks and Sewer Maintenance	
CONTACT: County PM has left County	
TELEPHONE:	
FAX:	

SERVICE: GIS	DATES: 2001
DEPT/ DISTRICT: LA DPW Hydrology Division	
CONTACT: Michael Bolander	
TELEPHONE: 626-458-6147	
FAX:	

SERVICE: Engineering Services	DATES: 2001 - 2002
DEPT/DISTRICT LA DPW Design Division	
CONTACT: James Enriguez	
TELEPHONE: 626-458-7844	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: GIS Services	DATES: 1993 -2003
AGENCY/ FIRM: City of Los Angeles Stormwater Program	
ADDRESS: 650 South Spring St. 12 th Floor LA 90014	
CONTACT: Phuoc Le	
TELEPHONE: 213-847-5209	
FAX:	

SERVICE: GIS Strategic Plan	DATES: 6/2003 – 2/2004
AGENCY/ FIRM: City of Yuma	
ADDRESS: One City Plaza, Yuma AZ 85364	
CONTACT: Scott Bowman	
TELEPHONE: 928-373-4926	
FAX:	

SERVICE: GIS Strategic Plan	DATES: 11/2003 – 11/2004
AGENCY/ FIRM: Orange County Sanitation District	
ADDRESS: 10844 Ellis Avenue, Fountain Valley	
CONTACT: John Swindler	
TELEPHONE: 714-593-7260	
FAX:	

SERVICE: GIS Services	DATES: 7/2003 - Current
AGENCY/ FIRM: Inland Empire Utilities Agency	
ADDRESS: 6075 Kimball Avenue, Chino, CA 91710	
CONTACT: Fred Mouat	
TELEPHONE: 909-993-1660	
FAX:	

BIDDER'S REFERENCE LIST**PROPOSED CONTRACT FOR:** PSOMAS

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

B. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE: GIS Implementation Plan	DATES: 5/2002 – 6/2003
DEPT/ DISTRICT: County Sanitation Districts	
CONTACT: Sean Christian	
TELEPHONE: 562-699-7411	
FAX:	

SERVICE: GIS Services	DATES: 3/2001 - Current
DEPT/DISTRICT LA DPW Roads	
CONTACT: Dean Lehman	
TELEPHONE: 323-776-7552	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

C. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:GIS Services	DATES: 7/2001 – 6/2002
AGENCY/ FIRM: City of Santa Clara	
ADDRESS: 1500 Warburton Rd, Santa Clara 95050	
CONTACT: Geof Goodfellow, Director of Planning	
TELEPHONE: 408-615-2450	
FAX:	

SERVICE: GIS Services	DATES: 6/2003 - Current
AGENCY/ FIRM: City of Citrus Heights	
ADDRESS: 6237 Fountain Square Dr. Citrus Heights 95621	
CONTACT: Lynn Maynard IT Manager	
TELEPHONE: 916-725-2448	
FAX:	

SERVICE: GIS Services	DATES: 1998 - Current
AGENCY/ FIRM: City of Upland	
ADDRESS: 460 North Euclid Av Upland, CA 91786	
CONTACT: Sylvia Scharf	
TELEPHONE: 909-931-4144	
FAX:	

SERVICE: GIS Services	DATES: 11/2001 – 10-2002
AGENCY/ FIRM: SACOG	
ADDRESS: 1415 L Street, Suite 300, Sacramento CA 95814	
CONTACT: Joe Concannon	
TELEPHONE: 916-340-6234	
FAX:	

BIDDER'S REFERENCE LIST**PROPOSED CONTRACT FOR:** PSOMAS

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

C. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

D. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: GIS Services	DATES: 11/2001 to Current
AGENCY/ FIRM: Santa Clara County Office of CIO	
ADDRESS: 1555 Berger Dr, Building 2, San Jose CA 95112	
CONTACT: Priya Tallam	
TELEPHONE: 408-918-7002	
FAX:	

SERVICE: GIS Services	DATES: 6/2000 – 7/2003
AGENCY/ FIRM: Water Replenishment District of SoCal	
ADDRESS: 12621 E. 166 st. Cerritos, CA 90703	
CONTACT: Ted Johnson	
TELEPHONE: 562-921-5521	
FAX:	

SERVICE: GIS Services	DATES: 10/2000 – 10/2003
AGENCY/ FIRM: Solano County Water Agency	
ADDRESS: 508 Elmira Rd, Vacaville, CA 95687	
CONTACT: David Okita	
TELEPHONE: 707-451-2904	
FAX:	

SERVICE: GIS Services	DATES: 2001 - Current
AGENCY/ FIRM: City of Rancho Cucamonga	
ADDRESS: 10500 Civic Center Drive, Rancho Cucamonga	
CONTACT: Nancy Fong	
TELEPHONE: 909-477-2750	
FAX:	

BIDDER'S REFERENCE LIST**PROPOSED CONTRACT FOR:** PSOMAS

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Bidder during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

D. COUNTY OF LOS ANGELES AGENCIES.**All contracts with the County during the previous three years must be listed.**

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

E. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: GIS Services	DATES: 1996 - Ongoing
AGENCY/ FIRM: City of Fremont	
ADDRESS: 39550 Liberty Street, Fremont, CA 94537	
CONTACT: Christine Frost	
TELEPHONE: 510-494-4633	
FAX:	

SERVICE: GIS Services	DATES: 6/2002 - Current
AGENCY/ FIRM: CA Dept of Forestry and Fire Prevention	
ADDRESS:	
CONTACT: Robin Marose	
TELEPHONE: 916-227-2656	
FAX:	

SERVICE: GIS Services	DATES: 3/2000 - Current
AGENCY/ FIRM: Phoenix Sky Harbor International Airport	
ADDRESS: 1601 N. 7 th Street, Suite 300, Phoenix, AZ 85006	
CONTACT: Glen Kay	
TELEPHONE: 602-261-7950	
FAX:	

SERVICE: GIS Services	DATES: 1/2001 - 12/ 2003
AGENCY/ FIRM: City of Fontana	
ADDRESS: 16489 Orange Way, Fontan, CA 92335	
CONTACT: Rogelio Matta	
TELEPHONE: 909- 350-6660	
FAX:	

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder's Name PSOMAS

Address 11444 W. Olympic Blvd. Suite 750, West Los Angeles, CA 90064

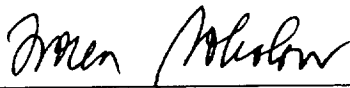
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Bidder certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The bidder has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The bidder periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The bidder has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the bidder has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Authorized representative LOREN SOKOLOW - CHIEF FINANCIAL OFFICER

Signature



Date 1/25/2005

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: PSOMAS

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 504						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	-	-	2	1	-	2
Hispanic/Latino	2	-	18	14	11	6
Asian or Pacific Islander	-	-	26	9	8	6
American Indian	-	-	3	-	-	2
Filipino	-	-	-	-	-	-
White	18	1	206	65	55	49

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. *ESOP = 56.4% ownership distributed pro rata*

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0.2 %	7.4 %	3.8 %	0.3 %	- %	66.8 %
Women	0.3 %	2.3 %	1.7 %	0.2 %	- %	17.0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>John Wilson</i>	Title: CHIEF FINANCIAL OFFICER	Date: 01-24-2005
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GAIN/GROW EMPLOYMENT COMMITMENT

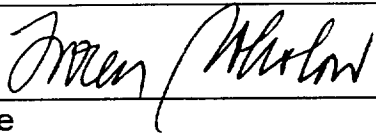
The undersigned:

☒ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to bidder's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title <u>CHIEF FINANCIAL OFFICER</u>
Firm Name PSOMAS	Date 1/24/2005

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

Vendors wishing to contract with Public Works for this service must complete this questionnaire. A contract may be awarded to the lowest bidder who offers to fully comply with the specifications or who offers a substantially equivalent item or performance that is acceptable to Public Works (in the sole discretion of the Director or designee).

"FULL COMPLIANCE" INDICATES THAT VENDOR ACCEPTS AND CAN PERFORM THE SPECIFICATION OF THE SAME NUMBER AS SET FORTH IN ITS ENTIRETY IN EXHIBIT B.1, SYSTEM REQUIREMENTS OVERVIEW. ACCEPTANCE OF A SPECIFICATION INCLUDES ALL NUMBERED SUBPARAGRAPHS, WHETHER ITEMIZED IN THIS QUESTIONNAIRE OR NOT. PARAPHRASE, ABBREVIATION, OR OMISSION OF SPECIFICATIONS IN THIS QUESTIONNAIRE DOES NOT LIMIT THE CONTRACTOR'S OBLIGATION TO FULLY PERFORM EACH SPECIFICATION SET FORTH IN EXHIBIT B.1.

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
GENERAL REQUIREMENTS		
1. Vendor will cede copyrights to all new source code and published material developed under this contract to Department of Public Works.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2. Vendor can complete all work within 4 months from the date of execution of the contract.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3. Vendor can provide backup staff in case of vacations, illness, or other absences.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4. Vendor has three (3) years of experience within the last five (5) years providing web development and GIS services to government agencies.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5. Vendor's Project Manager has the following minimum skills and experience:		
<ul style="list-style-type: none"> • Primary emphasis on GIS mapping tools; • Three years of full-time, paid experience within the last five years managing the development, implementation, and documentation of web-based applications for a minimum user base of 500 using a standard software development methodology; • Paid management experience includes developing cost estimates, developing detailed project plans and schedules, facilitating business process re-engineering, monitoring the quality of deliverables, and preparing timely reports to customers; and • Successfully completed at least five Information Technology projects of similar size on time and within budget. 	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
<p>6. Vendor's developer(s) has/have the following minimum skills and experience:</p> <ul style="list-style-type: none"> • Primary emphasis is on GIS mapping tools web development skill; • Has developed, implemented, tuned for performance optimization, and documented at least five Web applications using ASP, SQL, Oracle, JavaScript and GIS web-based mapping tools within the last three years; • Developed and implemented at least one Web application with a minimum user base of 500 within the last year using ASP and JavaScript; • Two years' paid experience developing web reports using Crystal Reports; embedding visual BASIC code with Crystal code for complex and single/multi data source reports; generating sub-reports, on-demand reports, on-demand sub-reports, and on-demand web-based parametric Crystal reports; and utilizing database indices to optimize a complex Crystal report. • Abilities include fluent utilization of shared and global variables; tallying subtotals using formulas, running totals and summarized fields; and linking sub-reports and subtotals within sub-reports to the primary report. • Two (2) years' paid experience developing web reports using COGNOS. • Expertise in ReportNet and Impromptu; experience with ReportNet's Integrated and ad-hoc reporting tools to create web-based reports using Query Studio or Report Studio; knowledge and expertise in Document Type Definition (DTD) building XML document for custom complex single or multi data source ReportNet reports; proficiency in ReportNet's "Adaptive" toolset; experience with ReportNet's "Framework Manager" for metadata management; expertise in creating Impromptu catalogs; and proficiency in using Impromptu governors for controlled data access. 	<p>✓ Vendor can fully comply with all requirements.</p>	<p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).</p>
<p>7. Tester has two years' full-time, paid experience within the last four years as a tester, including writing test scripts.</p>	<p>✓ Vendor can fully comply with all requirements.</p>	<p><input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).</p>

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
GENERAL REQUIREMENTS		
1. User access.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.1. Login process authenticated by system.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2. Home page.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.1. Entry point to features.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3. Home page features		
3.1. Help Page .	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.2. Site Map.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.3. SWIMS Terms of Use.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.4. Contact Us form.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.5. "What's New" content.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.6. Use of Public Works' standard look and feel.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4. Address label capability.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.1. Extending support for creating mailing list address labels to users of other modules.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.2. Enabling download of addresses into Excel, PDF, and Word files	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5. Mail merge capability	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.1. Extending support for generating mail merge data files to users of other modules	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.2. Ability of Public Works users to generate a list of mailing addresses and download the list to Excel format	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
5.3. Implement interface with SWIMS e-mail..	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
SECURITY REQUIREMENTS		
1. Expanding security functionality of the SWIMS Administrator		
1.1. Assigning user roles	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.2. Accounts created by SWIMS administrative user.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2. Restricting access to data	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3. Associating objects to functional groups.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4. Restriction of access to data based on different access levels.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5. Ability to transmit sensitive data over Secure Socket Layer (SSL).	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6. User roles corresponding to permitted access; modification.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.1. Landfill Operator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.2. Transformation Facility Operator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.3. Transfer Station Operator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.4. Waste Haulers.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.5. DRS Administrator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.6. Waste Hauler Administrator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.7. Facility Information Manager.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.8. Waste Hauler Information Manager.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
6.9. Waste Origin Verification Administrator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.10. GIS Administrator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7. Login and authentication.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
8. Available functionalities visible to user.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
9. Invalid logins.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
10. Existing SWDRS Forgot Password functionality and rules apply to SWIMS.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
11. Logout functionality.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
12. Authentication and timeout.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
FUNCTIONAL REQUIREMENTS		
1. Enhance SWDRS		
1.1. Modified online form with field for Inert Waste Disposal.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.2. Modifying data reporting period.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.3. Confirmation of origin survey data.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.4. Utilization of SWIMS numbers.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.5. Exempt/Unpermitted landfills.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.6. Online submission of quarterly and annual reports by landfills	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.6.1. Implement online form – Form X1, for quarterly report.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.6.2. Deadlines for Quarterly reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
1.6.3. Implement online form – Form X2, for annual report.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.6.4. Deadline for Annual Report.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2. Online submission of origin survey data by transfer station users		
2.1. Implement online forms.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.2. Forms based on paper form.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.3. Monthly data Reporting deadlines.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.4. Implement online forms – Form X3, for quarterly reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.5. Implement online forms – Form X4, for quarterly export reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.6. Deadlines for Quarterly reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.7. Implement online form – Form X2, for annual report.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.8. Deadline for Annual report.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.9. Validation.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.10. Survey of data before submittal.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.11. Tracking users data entry status.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.12. Upload of origin survey data.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2.13. Viewing and printing data.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3. Entry and uploading of statistics by transfer station users.		
3.1. User entry and upload.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
3.2. Public access to general information.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.3. System for tracking users' status for statistics submittal.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3.4. Generation of form letters.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4. Submission of origin survey data by waste haulers	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.1. Online forms for monthly data.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.2. Implement online forms A and C.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.3. Monthly data reporting deadlines.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.4. Implement online form X4, for quarterly export reports.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.5. Deadlines for Quarterly export reports.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.6. Validation of forms.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.7. Confirmation of origin survey data.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.8. User data entry tracking.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.9. Generation of form letters	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.10. Entry of origin survey data by authorized EPD users.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4.11. Users able to view and print data at any time.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5. Entry of statistics by waste haulers	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.1. Entry by user, recycle statistics form.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
5.2. Public access.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.3. Recycling statistics quarterly due dates.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.4. Tracking and status report system.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.5. Generation of form letters.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5.6. Ability of EPD to enter for non-responding user.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6. Submission of data by waste haulers and transfer station operators		
6.1. Waste haulers and transfer station operators to enter and upload data through online Form 8.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
6.2. Online form based on hard copy form.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7. Waste Origin Verification System		
7.1. Implementation of online forms for waste haulers.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.2. Implementation of online forms based on paper forms.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.3. Deadlines of reporting period.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.4. Validation of forms.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.5. Confirmation of data before final submittal.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.6. EPD users may enter origin survey data for waste haulers without SWIMS.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.7. Users can view and print at all times.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.8. Verification of routes and specifics.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.9. System identifies information from Form D for facilities.	<input checked="" type="checkbox"/> Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
7.10. System must alert staff if facility not in system.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.11. System must alert staff if route number not in system.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.12. Generate letter if above two items occur.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.13. Addresses verified and stored, or rejected and SWIMS notifies Waste Origin Verification administrator.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.14. SWIMS integrates addresses to Department's GIS system.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.15. Reports for valid and invalid collection data.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.16. Data entry page verified against a map.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.17. Capability to import data from other agencies.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
7.18. Track penalties for falsification of data.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
8. Specifications for basic facility information; data elements to be included.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
8.1. Provide all specifications for each facility.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
9. Search for facility information.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
9.1. Search criteria.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
9.2. Search yields matches and descriptions of facilities.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
9.3. Link from search to facility informational page.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
10. DPW can search for the status of a facility.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
10.1. Track status of landfills.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

SPECIFICATIONS QUESTIONNAIRE

Vendor/Bidder to complete the most appropriate response:

SPECIFICATION AND NUMBER	FULL COMPLIANCE	SUBSTANTIAL PERFORMANCE (JUSTIFICATION REQUIRED)
REPORTING REQUIREMENTS		
1. Support for predefined reports and customized ad-hoc reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.1. Predefined reports for SWIMS III; formats; security; software.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
1.2. Ad hoc reports; selection of fields to display; filters; sorting; formats.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
2. Print graphical and non-graphical reports.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
3. Support for the Query Builder is NOT required.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
4. Reports user-initiated and generated as needed.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).
5. Work with DPW to develop forms and reports needed for this project.	✓ Vendor can fully comply with all requirements.	<input type="checkbox"/> Vendor cannot meet the specifications as written. (Explain equivalent performance on Form PW-13).

COMMENT ON SPECIFICATION

**DISPOSAL REPORTING MODULE FOR THE
SOLID WASTE INFORMATION MANAGEMENT SYSTEM**BIDDER: PSOMAS

Instructions: for each "Bidder cannot meet" response checked on Form PW-12, submit this form with an explanation of the reason. Describe any substitute performance being offered and the reasons why it is equivalent or superior to the specification.

Under Question 6, we are proposing to develop web reports using Crystal Reports. As such, the Cognos requirement does not apply.

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 241

Bid Title : Disposal Reporting Module for the Solid Waste Information Management System

Bid Type : Service

Department : Public Works

Commodity : SOFTWARE:MINI & MAINFRAME COMPUTER- PROFESSIONAL: HOSPITAL/PHARMACY, LEGAL, COMPUTER TRAINING, ETC.

Open Date : 12/27/2004

Closing Date : 1/10/2005 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 180,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works wishes to receive bids for a contract for development of Phase III of the "Disposal Reporting Module for the Solid Waste Information Management System." The total cost of this service is estimated to be \$180,000. Bidders must meet all minimum requirements set forth in the Invitation for Bids (IFB) document. The IFB with system specification, contract specifications, terms and conditions, and forms and instructions for preparing and submitting bids may be downloaded from <ftp://dpwftp.co.la.ca.us/swims>.

A Bidders Conference will be held on Monday, January 10, 2005, at 9 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE IS MANDATORY. Public Works will reject bids from those who do not attend this Conference. After the Conference, it may be impossible to respond to further requests for information. Attendees should be prepared to ask questions then and there about the system specifications, technical requirements, bidding requirements, and contract terms. The deadline to submit bids is Monday, January 24, 2005, at 5:30 p.m. Please direct your questions to Mr. Mark Hill at (626) 458-4074, Monday through Thursday, 7 a.m. to 5 p.m.

The Conference facility complies with the Americans with Disabilities Act (ADA). Upon reasonable notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Marcia Lucero

Contact Phone# : (626) 458-4044

Contact Email : mlucero@ladpw.org

Last Changed On : 12/30/2004 9:47:33 AM

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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: PSOMAS

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole Proprietorship

☐ Partnership

☒ Corporation

☐ Nonprofit

☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): **504**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	-	-	2	1	-	2
Hispanic/Latino	2	-	18	14	11	6
Asian or Pacific Islander	-	-	26	9	8	6
American Indian	-	-	3	-	-	2
Filipino	-	-	-	-	-	-
White	18	1	206	65	55	49

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

*ESOP = 56.4% ownership
distributed pro rata*

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0.2 %	7.4 %	3.8 %	0.3 %	-	66.8 %
Women	0.3 %	2.3 %	1.7 %	0.2 %	-	17.0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvan- taged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Mark M. Martin</i>	Title: CHIEF FINANCIAL OFFICER	Date: 01-24-2005
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All bidders responding to the Invitation for Bids must complete and return this form for proper consideration of the bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

X As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 5						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					1	1
Asian or Pacific Islander	1		1	1		
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvan- taged	Disabled Veteran	Expiration Date
City of Los Angeles			X		
Metropolitan Water District of Southern California			X		

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: C.E.O.	Date: January 24, 2008
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